

CANADA
PROVINCE OF QUEBEC
DISTRICT OF MONTREAL

Nº: 500-06-001104-203

(Class Actions)
SUPERIOR COURT

BENJAMIN VIOT, domiciled and residing

Plaintiff

v.

U-HAUL CO. (CANADA) LTD., a legal person with an elected domicile at 891 boul. Charest O., in the city of Quebec, Province of Quebec, G1N 2C9

and

WEB TEAM ASSOCIATES, INC., a legal person domiciled at 2727 N Central Ave, in the city of Phoenix, in the State of Arizona, 85004

Defendants

**APPLICATION FOR AUTHORIZATION TO INSTITUTE A CLASS ACTION
AND TO OBTAIN THE STATUS OF REPRESENTATIVE**

(Article 574 C.C.P.)

**IN SUPPORT OF HIS APPLICATION, THE PLAINTIFF RESPECTFULLY SUBMITS
THE FOLLOWING:**

INTRODUCTION

In order to allow consumers to have complete information before purchasing a good or service, the *Consumer Protection Act*¹ (hereafter "CPA") prohibits merchants from charging a price which is higher than the one which is advertised and imposes an obligation on merchants to ensure that consumers are sufficiently informed of any fact that is important. The CPA prohibits merchants from misleading consumers by offering lower prices than what consumers will ultimately pay.

¹ RLRQ c. P-40.1.

However, the Defendants have adopted several schemes in the context of vehicle rentals in order to give consumers the impression that they have access to rental prices that are not, in reality, the prices they will ultimately have to pay.

As a result of these schemes, consumers are not able to know the exact price they will have to pay when they see price announcements for vehicle rentals. Indeed, the actual price is always higher than the price initially advertised by the Defendants.

The Defendants systematically violate the *CPA* by announcing, on their website, in their mobile application, and in various advertisements and announcements, prices that are lower than the price ultimately charged for the rental of cars, vans, and trucks, as the case may be (hereinafter referred to indifferently as "vehicles").

The plaintiff wants to put an end to this harmful practice for consumers and obtain a reduction of his obligation equivalent to the amount exceeding the advertised price as well as an award of punitive damages.

1. **The plaintiff wishes to bring a class action on behalf of the persons belonging to the group described below, of which he himself is a member, namely:**

Any consumer who has entered into a contract, in Quebec, with the Defendants, for the lease of a vehicle, since November 18, 2017, and who has paid an amount greater than the amount initially advertised, with the exception of GST, QST and duties payable under a federal or provincial law when, under that law, such duties must be collected directly from the consumer to be remitted to a public authority.

2. **The facts that give rise to an individual claim by the Plaintiff against the Defendants are:**

A. The Defendants

- 2.1. The Defendant **U-HAUL CO. (CANADA) LTD.** ("U-Haul") is a Canadian corporation registered in Quebec, as appears from excerpts from the federal and Quebec corporate registries, respectively Exhibits **P-1** and **P-2**.
- 2.2. The Defendant U-Haul invoices the customer and receives payment, as appears from the plaintiff's booking confirmation, Exhibit **P-3**, his invoice, Exhibit **P-4**, his credit card statement, Exhibit **P-5**, and a search of the GST/QST records with the numbers appearing on the aforementioned invoice, Exhibit **P-6** (bundled).
- 2.3. The Defendant **WEB TEAM ASSOCIATES, INC.** ("WTA") is a Nevada corporation, as appears from the excerpt from the corporate registry of that state, exhibit **P-7**.
- 2.4. WTA acts as an intermediary for U-Haul. It manages and operates the websites www.uhaul.com and fr.uhaul.com as shown in Exhibit **P-8**.

- 2.5. These sites are also accessible through the U-Haul mobile application.
- 2.6. The Defendants are related and operate in concert. In addition, they are both subsidiaries of **AMERCO (Nevada)** ("Amerco"), as shown in the U.S. Securities and Exchange Commission's Register Exhibit **P-9**.

B. The reservation process

- 2.7. U-Haul vehicles can be booked online (by website or mobile application), by phone or in person.

a. Online

- 2.8. The video screenshot of the booking sequence on the website fr.uhaul.com is produced as Exhibit **P-10**, and excerpts from www.archive.org capturing historical versions of this first page of the website are produced as Exhibit **P-11** (bundled).
- 2.9. As appears from exhibits **P-10** and **P-11**, when class members make reservations on the website fr.uhaul.com (French version of www.uhaul.com), the steps are as follows:

- i. At the **first step**, members arrive on the home page where the following is displayed:
 - a. a picture of a truck with a \$19.95 truck rental advertisement stating "In-Town moves from \$19⁹⁵ Plus Mileage/Fees"; and
 - b. photos of three U-Haul vehicles, an 8-foot pickup truck, a 9-foot cargo van and a 10-foot truck, next to the words "In-Town moves from \$19.95". Plus Mileage/Fees ".

At this stage, members enter the search criteria for the vehicle rental, i.e., the pick-up and return location as well as the departure date of the rental.

- ii. At the **second step**, different vehicle options matching the search criteria appear and a price is advertised for each of these offers as well as a price per kilometer. Class members must then choose a rental offer in order to proceed to the next step. It is at this stage that the price per kilometer appears for the first time.
- iii. At the **third step**, members must choose the location where they wish to take possession of the vehicle and confirm the date, time and duration of the rental. This is where the number of hours of rental is first displayed. Members must then choose whether to pick up the vehicle at the branch location's counter or by using the U-Haul mobile application.

- iv. At the **fourth step**, members must decide if they subscribe to the Collision Damage Waiver at the posted rate. The following services are then offered on successive pages for a fee: SafeTrip Supplemental Roadside Protection at a cost of \$5.00; dollies and protective blankets; storage units; packing boxes and accessories; and moving assistance services.
- v. In the **fifth step**, the total amount of the rental is displayed along with details of the fees, which include, for the first time, an additional amount for an "Environmental Fee". Members can then proceed with the reservation, but no amount is charged at the time of booking. It is only when the customer returns the vehicle, when the number of kilometers is known, that the rental fees are paid by the class members.

2.10. When class members book through U-Haul's mobile application, the steps are the same as on the website fr.uhaul.com and www.uhaul.com.

b. In person

- 2.11. When class members make a reservation at a U-Haul counter, the steps are essentially the same.
- 2.12. In the branches operated by U-Haul, as soon as they enter the establishment, consumers are confronted with a panoply of prices.
- 2.13. Large signs advertise the above offers at "\$19.95 in-town plus mileage/fees", but also advertise similar offers at "\$29.95 in-town plus mileage/fees" for 15- and 17-foot trucks, as well as offers at "\$39.95 in-town plus mileage/fees" for 20- and 26-foot trucks.
- 2.14. Like the "19.95" offers, these offers do not include either the price per kilometer or the "environmental" fee, as shown in the photos found on the Google Maps site, bundled as Exhibit **P-12**.
- 2.15. At the counter, consumers are asked to provide information on the size of vehicle they need, the pickup and return location and the rental departure date. A service agent assists them in completing the reservation.

c. By phone

- 2.16. When group members book by phone, the steps are essentially the same as in person.
- 2.17. The price is not necessarily communicated by an agent of U-Haul before the last step, unless requested by the customer.

C. Illegal advertisement of rates

2.18. The rental rate is mainly advertised for the first time in various advertisements. These ads can be found on U-Haul vehicles, as well as at the first and second stages of the booking process on the website, on the mobile application and in U-Haul branches.

a. Illegal advertising on trucks, billboards and in various documents

2.19. The Defendants advertise very widely in Quebec the rate of \$19.95 for a lease of these three types of vehicles. These advertisements appear in particular on 8-foot pickup trucks, 9-foot cargo vans and 10-foot trucks, on advertising signs and on various documents such as invoices.

2.20. As an illustration, the vehicle ads are sometimes labelled "In-Town Plus Mileage/Fees" and sometimes "In-Town Rentals" (*Now Only \$19.95 In-Town*, Plus Mileage/Fees*), as shown in the photos of U-Haul vehicles, Exhibits **P-13, P-14, P-15, and P-16**.

2.21. These ads, priced at \$19.95, appear on an image representing a price tag affixed to the vehicle or by the words "drive now", as is apparent from the same Exhibits.

2.22. On the plaintiff's invoice, the rate of \$19.95 "plus mileage" is described as U-Haul's "most popular rate", as appears from Exhibit **P-4**.

2.23. Note that vehicle ads are omnipresent and very important to U-Haul. For example, its parent company, Amerco, states that its vehicle advertisements are "our best form of advertisement," as stated in its annual reports for 2017 to 2020, Exhibits **P-17, P-18, P-19 and P-20**. For example, each annual report states on page 5:

Sales and Marketing

We promote U-Haul® brand awareness through direct and co-marketing arrangements. Our direct marketing activities consist of web-based initiatives, print and social media as well as trade events, movie and television cameos of our rental fleet and boxes, television commercials, and industry and consumer communications. We believe that our rental equipment is our best form of advertisement. We support our independent U-Haul® dealers through marketing U-Haul® moving and self-storage rentals, products and services.

[...]

A significant driver of rental transaction volume is our utilization of an online reservation and sales system, through uhaul.com and our 24-hour 1-800-GO-U-HAUL telephone reservations system. These points of contact are prominently featured and are a major driver of customer lead sources.

b. Illegal advertising of online rates

- 2.24. The advertisements on the trucks are reproduced at the first booking stage on the websites fr.uhaul.com and www.uhaul.com as well as on the mobile application, as can be seen in particular from the video screenshot of the booking sequence on the website fr.uhaul.com, Exhibit **P-10**, as well as excerpts from www.archive.org capturing earlier versions of this website, Exhibit **P-11** (bundled).
- 2.25. At the first step of the reservation process on the website, as well as on the mobile application, an announcement of "Local moves starting at \$19⁹⁵ plus mileage/fees" also appears and below, on the same page, are also announced "Local moves starting at \$19.95 plus mileage/fees".

c. Illegal rate announcements at U-Haul branches

- 2.26. When a consumer visits a U-Haul location, all vehicles are advertised at an "In-Town plus km/mileage" price, as shown in photos contributed by Google Maps users, Exhibit **P-12**.
- 2.27. The ads for the \$19.95 vehicles are essentially the same as mentioned above.
- 2.28. There are also advertised rates for 15- and 17-foot trucks (\$29.95 In-Town plus Mileage/Fees) and 20- and 26-foot trucks (\$39.95 In-Town plus Mileage/Fees).

3. Fees actually paid by consumers

- 3.1. Regardless of whether a consumer sees a rate advertised for the first time on a vehicle, on the Defendants' website or in the Defendants' mobile application, in one of its branches or elsewhere, the Defendants systematically fail to advertise the full price in order to make their products more attractive.
- 3.2. In particular, the Defendants systematically omit the following information.
- 3.3. **First**, the advertised rates do not include "environmental" fees, which are added to any vehicle reservation with the Defendants and which vary according to the size of the vehicle and the length of the rental. The variable surcharge for "Environmental Fees" is explained, as appears from Exhibit **P-10**, **as** follows:

The Customer money collected as an environmental fee is used to support and foster the development and maintenance of sustainable U-Haul business operations. For example, operations that directly benefit our customers include, but are not limited to, the use of aerodynamic fuel-saving truck skirts, the fuel economy gauge, CNG and propane trucks, storage re-use centers, and an expanding alt-fuel propane infrastructure. The fee also partially covers operations that indirectly benefit our customers, such as energy-efficient lighting and HVAC retrofits, waste-oil heaters, water

recycling units, van-body storage units, permeable ground cover and other water/energy saving projects.

- 3.4. **Secondly**, for vehicles advertised at \$19.95 and contrary to what the advertisement claims, the base rate varies, particularly when demand is very high, as is the case at the end of June, as appears from Exhibit **P-21**.
- 3.5. **Thirdly**, the advertised rates do not include the fees charged for each kilometer travelled by the consumer, even though this price per kilometer is an integral part of the price of the rental.
- 3.6. Now, this price per kilometer, apart from being very high, varies according to the day, the distance travelled and the vehicle rented, as can be seen from Exhibits **P-10, P-22** and **P-23**.
- 3.7. For example, the same 9-foot pickup truck costs \$0.49 per kilometer on weekdays and \$0.59 per kilometer on weekends.
- 3.8. Furthermore, while the base rate is **\$19.95** plus **\$0.49/kilometre** for an 8-foot pickup truck, it is "**\$19.95** plus **\$0.69/kilometre**" for a 10-foot truck, as shown in Exhibit **P-10**.
- 3.9. The law requires that all such costs be included in the price at the first opportunity that a price is communicated to class members, whether on a truck, on the Internet, at the Defendants' branches or elsewhere.
- 3.10. In this case, it is only when the reservation process has already been initiated that these fees and this information are added to the advertised rates and that members ultimately discover that it is impossible to obtain the price of \$19.95 for an 8-foot pickup truck, a 9-foot cargo van or a 10-foot truck.
- 3.11. Similarly, for large trucks advertised in U-Haul branches, it is impossible to obtain the rate of \$29.95 or \$39.95, rates that do not include either the price per kilometer or the "environmental" fees.
- 3.12. These rates have not changed for many years, as can be seen from excerpts from the website www.archive.org showing a screenshot of the website www.uhaul.com from the year 2001 and a screenshot of the website fr.uhaul.com from the year 2013, excerpts filed as exhibit **P-24** (bundled). These rates are only a decoy, with price increases subsequently being applied through per-kilometer charges and environmental fees, notably.
- 3.13. In any event, it is impossible for class members to obtain the rate announced by the Defendants for any move whatsoever.

D. The case of the Plaintiff

- 3.14. The plaintiff, Benjamin Viot, is a resident of Quebec, and for the reservation detailed below, he is a consumer within the meaning of the *CPA*, since the reservation was made for his personal move in Montreal.
- 3.15. On August 30, 2019, the Plaintiff reserved a 9-foot cargo van on the website www.uhaul.com by following the steps described above, as shown on the reservation confirmation, Exhibit **P-3**.
- 3.16. On August 31, 2019, he rented the truck for an "In-Town Rental" for a period of 3 hours and 3 minutes and drove 14.1 km, as appears from the invoice, Exhibit **P-4**, and his credit card statement, Exhibit **P-5**.
- 3.17. The Plaintiff chose to do business with U-Haul because of their advertisement which displays a rate of "\$19.95 plus Mileage/Fees".
- 3.18. Even before he booked the vehicle on the website www.uhaul.com, he saw this ad on a U-Haul vehicle.
- 3.19. He discovered the amount charged per kilometer only in the second step of the online booking process. The plaintiff subsequently refused all of the Defendants' services and offers and chose to take possession of the vehicle at the U-Haul counter in Saint-Léonard.
- 3.20. However, upon taking possession of the vehicle, Defendant U-Haul's representative strongly insisted on the importance of paying for the Collision Damage Waiver and the Plaintiff, in the face of said insistence, felt obliged to add this waiver at a rate of \$18, thus almost doubling the price he would have to pay.
- 3.21. The claimant's **P-4** invoice also shows a fee of \$1.00 + tax for "Environmental Protection" and \$0.59 per kilometer driven, in addition to the fee for the "Collision Damage Waiver".
- 3.22. A rental advertised at "\$19.95 plus Mileage/Fees" ended up costing him \$54.36.
- 3.23. The Plaintiff's case demonstrates that the "\$19.95 plus Mileage/Fees" advertisement is very incomplete and that that rate is in fact impossible to obtain. The rate indicated, having little connection with the price that is finally invoiced, turns out to be only a decoy, since several mandatory fees are not mentioned, notably the "environmental" fees and the fees per kilometer.
- 3.24. As for non-mandatory services, these are sold under pressure, particularly in the case of the "Collision Damage Waiver", which we will discuss below as an aggravating factor for the award of punitive damages.

E. The rules governing the announcement of rates as well as the representations and advertising

- 3.25. The class members are consumers within the meaning of the *CPA* and the Defendants are merchants within the meaning of the *CPA*.
- 3.26. The *CPA* is a law of public order (art. 262 *CPA*). A consumer cannot waive the rights that the law confers them (art. 263 *CPA*).
- 3.27. The *CPA* imposes obligations on merchants to ensure that consumers have all the information they need to know about the price of the services they might be tempted to buy, at the first opportunity when a price is disclosed by a merchant.
- 3.28. Article 224 of the *CPA* specifically regulates the advertisement of prices by merchants:

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

(a) lay lesser stress, in an advertisement, on the price of a set of goods or services than on the price of any goods or services forming part of the set;

[...]

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

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

- 3.29. Section 224 of the *CPA* is supplemented by section 91.8 of the *Regulation respecting the application of the Consumer Protection Act*² (hereinafter "*RCPA*"), which provides an exemption for fees payable under a federal or provincial law:

91.8 The merchant, manufacturer or advertiser is exempt from the obligation arising from the third paragraph of section 224 of the Act to include, in the advertised price, the duties chargeable under a federal or provincial Act where, under

² RLRQ c P-40.1, r 3.

that Act, the duties must be charged directly to the consumer to be remitted to a public authority.

[...]

- 3.30. From the first occasion when the Defendants announce a price, whether it is on a truck, on a website, on the mobile application, in one of the U-Haul branches or elsewhere, this price must therefore include all the fees that the consumer will have to pay, with the exception of the Quebec Sales Tax, the Canada Goods and Services Tax and the fees referred to in section 91.8 *RCPA*.
- 3.31. As stated above, the Defendants are in violation of section 224 *CPA* because the price charged to class members is systematically higher than the advertised price.
- 3.32. The obligations of the *Lpc* apply on the first occasion that the Defendants announce a price and the breach cannot be remedied by a subsequently posted price.
- 3.33. Failure of the Defendants to comply with these legal obligations gives rise to contractual remedies and damages under Article 272 *CPA*, as well as punitive damages.

F. Contractual remedies and punitive damages

- 3.34. Article 272 *CPA* gives rise to various contractual remedies, including damages and a reduction of the price paid by the members of the class. Article 272 *CPA* also allows for the award of punitive damages.
- 3.35. The value of the compensation sought by the Plaintiff corresponds to the difference between the amount charged for everything necessary for the rental of the vehicle, including all taxes, and the amount announced, including all taxes.
- 3.36. In the case of the Plaintiff, the compensation sought for mileage charges is **\$8.32 plus taxes** and for environmental charges is **\$1.00 plus taxes**³.
- 3.37. The Plaintiff is also seeking an award of punitive damages against the Defendants in an amount to be determined on the basis of the evidence to be adduced.
- 3.38. One of the main objectives of the *CPA* is to allow consumers to have complete information before purchasing a good or service.
- 3.39. Article 224 *CPA* is central to the achievement of this objective, as it prohibits the Defendants from withholding information concerning the price or breaking down the advertised price in order to draw the consumer's attention to a amount that is necessarily lower than what he or she will have to pay for the vehicle rental.

³ See Exhibit **P-4**. For mileage, this amount corresponds to 14 kilometers at \$0.59 per kilometer.

- 3.40. Sections 219 and 228 *CPA* add to this protection as well, by prohibiting merchants from communicating misleading information or failing to disclose important facts.
- 3.41. Misleading information and a failure to disclose material facts notably includes that consumers are responsible for the cost of gasoline and that in a majority of cases, there will be significant additional costs for consumers who select the damage waiver, as more fully described below.
- 3.42. In effect, the class members were deprived of their right to complete information and were not able to make an informed choice before engaging in the Defendants' reservation process.
- 3.43. The Defendants' reservation system is designed to disclose the additional charges only bit by bit, which is clearly in order to display an attractive offer price to class members and to not dissuade consumers.
- 3.44. This strategy continues until the moment the vehicle is picked up at the counter where, once the members are captive, the Defendants' representatives strongly urge members to subscribe to the collision waiver, the cost of which may correspond to the originally advertised rental price. This collision damage waiver is a significant portion of the final price, sometimes close to the advertised price.
- 3.45. However, most of the Defendants' clients decide to take this option in order to avoid having to assume significant costs for possible damage to the rental vehicle since, by the Defendants' own admission - as appears from Exhibit **P-23** - the insurance held by consumers does not generally cover the rental of vehicles such as pick-up trucks, vans and trucks. In fact, the Defendants state the following:

Damage protection

Credit cards and most auto insurance policies do not cover damage or theft to rental equipment, even if they cover damage to rental cars. As a result, we proudly offer protection packages to relieve you of responsibility for damage to our equipment.

- 3.46. Breaches depriving consumers of their right to full information are serious, especially when they concern such an element as essential to the contract as the price.
- 3.47. The Defendants have the means and ability to announce the full price at the moment of the first announcement, but have chosen to mislead consumers, all in violation of the *CPA*, and must be sanctioned for this serious breach of a public order law.
- 3.48. For example, during the same period in Ontario, in addition to announcing the price per kilometer for each type of vehicle up front, U-Haul accompanied the online price advertisement with a statement that consumers are responsible for the cost

of gasoline, as appears from the advertisement filed as Exhibit **P-25**⁴. On the other hand, the Defendants' representations in Quebec fail to disclose that consumers must pay for the cost of gas.

- 3.49. By advertising prices that were broken down and below the required prices, and by failing to specify essential elements that were not included in the advertised price, the Defendants have acted negligently and recklessly.

4. The facts that give rise to an individual claim by each member of the class against the Defendants

- 4.1. The members of the class are consumers who have rented a U-Haul vehicle in Quebec.
- 4.2. The Defendants charged class members higher prices than the advertised prices.
- 4.3. The Defendants illegally announced incomplete prices by displaying only a fraction of the price at the first opportunity.
- 4.4. These failures of the Defendants entitle the class members to claim compensation equivalent to the difference between the amount charged, including all taxes, and the amount announced, including all taxes.
- 4.5. In addition, the Defendants should be ordered to pay punitive damages to the class members for the reasons set out in the previous section.

5. The composition of the class

- 5.1. The composition of the class makes it difficult or impractical to apply the rules on mandate or joinder, in that the Plaintiff estimates that the class includes at least tens of thousands of members.
- 5.2. U-Haul's "*Do It Yourself*" (*DIY*) model is aimed specifically at consumers; the vast majority of its clients are members of the class.
- 5.3. It would be impossible for the Plaintiff to proceed other than by way of a class action, since the plaintiff would not know the names of the class members or their personal contact information.
- 5.4. In these circumstances, the Plaintiff cannot obtain a mandate from each of the class members, who would be too numerous to be joined in the same action.
- 5.5. Moreover, the amount of individual claims by some class members is modest and many people would be reluctant to bring individual actions against the Defendants.

⁴ It should be noted that the Ontario ad also has the same flaws as those attacked by this class action, including the fact that the per kilometer rates are not as obvious as the rate used to attract the attention of consumers.

- 5.6. For these reasons, it is impossible to apply the rules on mandate or joinder.
- 5.7. The principles of proportionality and the sound administration of justice also militate in favour of the class action route.

6. Collective questions of law and fact

- 6.1. The identical, similar or related questions of fact and law connecting each Class Member to the Defendants are:
- 6.2. Did the Defendants advertise on their site, mobile application, vehicles, in their branches and elsewhere, prices lower than those ultimately charged, thereby contravening section 224 c) *CPA*?
- 6.3. Did the Defendants engage in business practices prohibited by the *CPA*?
- 6.4. Did the Defendants contravene sections 219 and 228 of the *CPA* which prohibit merchants from disclosing misleading information or concealing important facts?
- 6.5. Are class members entitled to a reduction in the rental price equal to the difference between the advertised price and the price charged, less the taxes and duties provided for in the exceptions in sections 224(3) *CPA* and 91.8 *RCPA*?
- 6.6. Should the Defendants be ordered to pay punitive damages to the class members?
- 6.7. Should the members' claims be subject to collective recovery?

7. Individual questions of law and fact

- 7.1. The question of fact and law particular to each member is as follows: What is the amount of fees illegally charged to each class member?

8. It is appropriate to authorize class action on behalf of the class members.

9. The nature of the claim

- 9.1. The nature of the claim that the Plaintiff intends to pursue on behalf of the class members is for the reduction of his obligation, restitution, and punitive damages under the *CPA*.

10. The conclusions sought

- 10.1. **CONDEMN** the Defendants to pay the difference between the amount charged, all taxes included, and the amount announced, all taxes included, with legal interest and additional indemnity from the date of the present application for authorization.
- 10.2. **ORDER** the Defendants to pay punitive damages in an amount to be determined, with legal interest and additional indemnity from the date of the judgment to be rendered.

- 10.3. **ORDER** the collective recovery of these sums.
- 10.4. **THE WHOLE** with legal fees, including the costs of experts, opinions and expenses of an administrator.

11. The status of the representative

- 11.1. The Plaintiff requests that he be granted status as the representative.
- 11.2. The Plaintiff is able to ensure adequate representation of the members for the following reasons.
- 11.3. The Plaintiff is a member of the class.
- 11.4. The Defendants unlawfully charged him fees during the period covered by the proposed class action.
- 11.5. He is prepared to manage this class action in the interest of the members he seeks to represent and is determined to bring this case to a successful conclusion, for the benefit of all class members.
- 11.6. He understands the ins and outs of his role as a representative in the class action, and is aware of the time that he will have to devote and his duties to the other members of the class.
- 11.7. He has applied for financial assistance from the Fonds d'aide aux actions collectives.
- 11.8. He has the ability and interest to adequately represent all members of the class.
- 11.9. He has notably mandated his attorneys to establish a link on their website for others to join the action and thus stay informed of its developments.
- 11.10. With the assistance of his counsel, he is prepared to devote the time necessary to collaborate with the members of the class who come forward and to keep them informed of the progress of this action.
- 11.11. The Plaintiff is acting in good faith and is undertaking this class action in order to have the rights of the members of the class recognized and in order to remedy the prejudice that they have each suffered.
- 11.12. The Plaintiff is not in a conflict of interest with the class members.
- 11.13. The Plaintiff takes consumer rights to heart. He believes that businesses should respect the right of consumers to be fully informed of the price and conditions of sale from the first announcement of the price.

12. The judicial district

- 12.1. The plaintiff proposes that the class action be brought before the Superior Court sitting in the district of Montreal, since a large proportion of the class members reside in the district of Montreal.

FOR THESE REASONS, PLEASE THE COURT:

AUTHORIZE the class action for a price reduction, restitution and punitive damages.

GRANT Benjamin Viot the status of representative for the purpose of bringing the class action on behalf of the class of persons hereinafter described:

Any consumer who has entered into a contract, in Quebec, with the Defendants, for the lease of a vehicle, since November 18, 2017, and who has paid an amount greater than the amount initially advertised, with the exception of GST, QST and duties payable under a federal or provincial law when, under that law, such duties must be collected directly from the consumer to be remitted to a public authority.

IDENTIFY as follows the main issues of fact and law to be addressed collectively:

Did the Defendants advertise on their site, mobile application, vehicles, in their branches and elsewhere, prices lower than those ultimately charged, thereby contravening section 224 c) *CPA*?

Did the Defendants engage in business practices prohibited by the *CPA*?

Did the Defendants contravene sections 219 and 228 of the *CPA* which prohibit merchants from disclosing misleading information or concealing important facts?

Are class members entitled to a reduction in the rental price equal to the difference between the advertised price and the price charged, less the taxes and duties provided for in the exceptions in sections 224(3) *CPA* and 91.8 *RCPA*?

Should the Defendants be ordered to pay punitive damages to the class members?

Should the members' claims be subject to collective recovery?

IDENTIFY the related conclusions as follows:

CONDEMN the Defendants to pay the difference between the amount charged, all taxes included, and the amount announced, all taxes included,

with legal interest and additional indemnity from the date of the present application for authorization.

ORDER the Defendants to pay punitive damages in an amount to be determined, with legal interest and additional indemnity from the date of the judgment to be rendered.

ORDER the collective recovery of these sums.

THE WHOLE with legal fees, including the costs of experts, opinions and expenses of an administrator.

DECLARE that unless excluded, class members will be bound by any judgment to be rendered on the class action in the manner provided by law;

SET the exclusion period at thirty (30) days after the date of the notice to members, at the end of which the class members who have not availed themselves of the means of exclusion shall be bound by any judgment to be rendered;

ORDER the publication of a notice to members on such terms and conditions as the Court may determine;

REFER the matter to the Chief Justice for determination of the district in which the class action is to be brought and for designation of the judge to hear it;

ORDER the clerk of this court, in case the action is to be brought in another district, to transmit the file, upon the decision of the Chief Justice, to the clerk of that other district;

THE WHOLE with legal fees, including notice costs.

Montreal, November 18, 2020

(s) Grenier Verbauwheide Avocats

GRENIER VERBAUWHEDE AVOCATS INC.

M^e Bruno Grenier

bgrenier@grenierverbauwhede.ca

M^e Cory Verbauwheide

cverbauwhede@grenierverbauwhede.ca

102-5215 Berri Street
Montreal, Quebec H2J 2S4
Telephone (514) 866-5599
Fax (514) 866-3151

Counsel for the Plaintiff

Montreal, November 18, 2020

(s) Trudel Johnston & Lespérance

TRUDEL JOHNSTON & LESPÉRANCE

M^e Mathieu Charest-Beaudry

mathieu@tjl.quebec

M^e Lex Gill

lex@tjl.quebec

90-750 côte de la Place-d'Armes
Montréal, QC H2Y 2X8
Telephone (514) 871-8385
Fax (514) 871-8800

Counsel for the Plaintiff

Montreal, November 18, 2020

(s) Hadekel Shams LLP

HADEKEL SHAMS LLP

M^e Peter Shams

peter@hadekelshams.ca

305-6560, Avenue de l'Esplanade

Montreal, Quebec H2V 4L5

Telephone (514) 439-0800

Fax (514) 439-0798

Counsel for the Plaintiff

NOTICE OF SUMMONS
(Articles 145 and following C.C.P.)

1. Filing a legal claim

Take notice that the plaintiff has filed this Application for authorization to institute a class action and to be appointed representative with the Clerk of the Superior Court of the Judicial District of Montreal.

2. Response to this request

You must respond to this request in writing, personally or through a lawyer, at the Montreal Courthouse located at 1 Notre-Dame Street East, Montreal, H2Y 1B6, within 15 days of service of this request or, if you have no domicile, residence or establishment in Quebec, within 30 days. The answer must be notified to the plaintiff's lawyer or, if the plaintiff is not represented, to the plaintiff.

3. Failure to respond

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.

4. Content of the 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 plaintiff 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.

5. 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.

6. Transfer of the application to the 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.

7. Convening a 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.

8. Exhibits in support of the application

In support of its application for authorization to institute a class action and to be designated as representative, the plaintiff intends to use the following exhibits:

- P-1 :** File with the corporate registry (CAN) dated August 24, 2020;
- P-2 :** File with the corporate registry (QC) dated June 23, 2020;
- P-3 :** Booking confirmation dated August 30, 2019;
- P-4 :** Invoice dated August 31, 2019;
- P-5 :** Credit card statement dated September 12, 2019;
- P-6 :** GST/QST registry files (bundled);
- P-7 :** File with the Registrar of Companies (Nevada);
- P-8 :** Terms of use of the www.uhaul.com website;
- P-9 :** Form 10-K (Securities and Exchange Commission);

- P-10 :** Video screenshot of the local booking sequence on the website fr.uhaul.com dated September 28, 2020;
- P-11 :** Screenshots of the site in 2017, 2018 and 2019 (bundled);
- P-12 :** Photos of in-branch offers found on Google Maps;
- P-13 :** Truck seen in Montreal;
- P-14 :** Trucks seen in Montreal;
- P-15 :** Trucks seen in Montreal;
- P-16 :** Trucks seen in Montreal;
- P-17 :** Amerco 2017 Annual Report;
- P-18 :** Amerco 2018 Annual Report;
- P-19 :** Amerco 2019 Annual Report;
- P-20 :** Amerco 2020 Annual Report;
- P-21 :** Screenshot of a booking process at Step 2 for June 23, 2020;
- P-22 :** Video screenshot of the long distance booking sequence on the website fr.uhaul.com dated September 28, 2020;
- P-23 :** Video screenshot of the local booking sequence on the website fr.uhaul.com dated September 28, 2020;
- P-24 :** History of the website www.uhaul.com using web.archives.org as of November 13, 2020;
- P-25 :** Price list of an Ontario U-Haul where prices per kilometer are immediately indicated, but also the mention "plus gas".

These exhibits are available upon request.

9. Application with Notice of Submission

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
(Article 574 C.C.P.)

À : **U-HAUL CO. (CANADA) LTD.** a legal person with an elected domicile at 891 boul. O, in Quebec City, Province of Quebec, G1N 2C9

AND : **WEB TEAM ASSOCIATES, INC.** a legal entity with domicile at 2727 N Central Ave, in the city of Phoenix, Arizona, 85004

TAKE NOTICE that the present *Request for authorization to institute a class action and to obtain the status of representative* will be presented to one of the Honourable Judges of the Superior Court of Quebec at the Montreal Court House, located at 1 Notre-Dame Street East, at a date, time and room to be determined.

PLEASE ACT ACCORDINGLY.

No.: 500-06-001104-203

S U P E R I O R C O U R T
(Class Actions)
D I S T R I C T O F M O N T R É A L

BENJAMIN VIOT, domiciled and residing at 7944 Saint-Denis Street, in the city of Montréal, province of Quebec, H2R 2G1

Plaintiff

v.

U-HAUL CO. (CANADA) LTÉE., a legal person with an elected domicile at 891 boul. Charest O., in the city of Quebec, Province of Quebec, G1N 2C9

and

WEB TEAM ASSOCIATES, INC., a legal person domiciled at 2727 N Central Ave, in the city of Phoenix, in the State of Arizona, 85004

Defendants

O/F: 1460-1

BT 1415

**APPLICATION FOR AUTHORIZATION TO
INSTITUTE A CLASS ACTION AND TO OBTAIN
THE STATUS OF REPRESENTATIVE**

TRANSLATION

Lawyers: Me Mathieu Charest-Beaudry
Me Lex Gill

TRUDEL JOHNSTON & LESPÉRANCE, S.E.N.C.
750, Côte de la Place d'Armes, suite 90
Montréal (Québec) H2Y 2X8
Tel. : 514 871-8385
Fax : 514 871-8800
mathieu@tjl.quebec
lex@tjl.quebec