

NOTICE THAT A QUÉBEC CLASS ACTION HAS BEEN AUTHORIZED IN RELATION TO U-HAUL “IN-TOWN” VEHICLE RENTALS

The Superior Court has authorized a class action against U-Haul Co. (Canada) Ltd.. The class action alleges that U-Haul Co. (Canada) Ltd. charges consumers a higher price than the one initially advertised for “In-Town” vehicle rentals. The class action seeks the reimbursement of the additional amount charged to consumers, as well as punitive damages.

Mr. Benjamin Viot has been designated as the representative plaintiff for the class.

The authorization judgment is a preliminary step that allows the class action to begin. This judgment does not determine whether U-Haul Co. (Canada) Ltd., which will be able to present its defences at trial, is in fact liable. Following the trial, which will take place in the district of Montreal, the Superior Court will decide whether U-Haul Co. (Canada) Ltd. did in fact charge consumers a higher price than the one initially advertised. If so, the Superior Court will decide whether U-Haul Co. (Canada) Ltd. should be ordered to reimburse any amount and pay punitive damages to the class members.

WHO IS AFFECTED?

You are included in this class action if you meet **all of the following criteria**:

1. You entered into a contract with the defendant U-Haul Co. (Canada) Ltd. in Québec for the rental of a vehicle and rented that vehicle for your personal use;
2. This contract was entered into between November 18, 2017 and June 6, 2022;
3. The contract was for an “In-Town” rental, which means that the vehicle was returned to the same locality as where it was obtained; and
4. You paid an amount that was greater than the amount initially advertised, with the exception of GST, QST, or duties payable under a federal or provincial law, if that law required the amount to be collected directly from the consumer in order to be remitted to a public authority.

All individuals who meet these criteria could be entitled to compensation if the class action is successful.

WHAT COULD YOU OBTAIN?

The class action seeks reimbursement of the difference between the total amount that consumers paid for everything that was necessary to the vehicle rental and the amount initially advertised by U-Haul Co. (Canada) Ltd. (plus the reimbursement of any taxes charged on the excess amount), as well as punitive damages, if established by the Plaintiff and approved by the Court.

LEGAL FEES will be paid only in the event that the class action is successful and take the form of a percentage of the total compensation paid to the class members. This amount must be approved by the Court. **As a result, you do not have to pay anything** unless you obtain compensation.

YOU CAN CHOOSE TO OPT OUT UNTIL JULY 21, 2022.

If you do not take any action, you will be a member of the class action and will be bound by any judgment rendered in this litigation.

If you do not wish to be a member of the class for any reason, you may opt out from the class.

If you opt out, you will not be entitled to any compensation if a favourable judgment or settlement is reached in this case.

You have until **July 21, 2022** to opt out of the class.

To opt out, you must send a letter to this effect to the clerk of the Superior Court of Québec, indicating the court number 500-06-001104-203 :

Grefe de la Cour supérieure du Québec

1, rue Notre-Dame Est
Montréal (Québec) H2Y 1B6

Although not required, counsel for the plaintiff suggests that a copy of this letter also be sent to the following address:

Trudel Johnston & Lespérance

750, Côte de la Place d'Armes, suite 90
Montréal (Québec) H2Y 2X8

THE NEXT STEPS

To determine whether the class action will succeed, a trial will be held in the judicial district of Montreal. The Superior Court will answer the following questions:

1. Did the defendant advertise on its website, its mobile application, its vehicles, in its branches and elsewhere, lower prices than those ultimately demanded, thereby contravening section 224c) CPA?
2. Are the members of the group entitled to a reduction in the rental price corresponding to the difference between the advertised price and the price charged, less the taxes and duties provided for in the exceptions of sections 224 CPA and 91.8 RRACPA?
3. Should the defendant be ordered to pay punitive damages to the members of the class?
4. Can the claims of the members be recovered collectively?

THE CONCLUSIONS SOUGHT

CONDEMN the defendant to pay the difference between the amount required for everything necessary for the rental of the vehicle, all taxes included, and the amount announced, all taxes included, with legal interest and additional compensation from the date of this application for authorization;

ORDER the defendant to pay punitive damages in an amount to be determined, with legal interest and additional indemnity from the date of the judgment to be pronounced;

ORDER the collective recovery of these sums;

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

YOU MAY APPLY TO INTERVENE

A member may apply to the Court to intervene in the class action. The Court will allow the intervention if it believes it is helpful to the class.

STAY INFORMED

If you wish to receive information on the progress of the case, you can **subscribe to the mailing list for this case** on Trudel Johnston & Lespérance's website by filling out the form at <https://tjl.quebec/en/class-actions/u-haul-vehicle-rentals/>.

IMPORTANT. Your subscription to the newsletter is not a claim! If the class action is successful, you will have to file your claim following the procedure determined by the court.

You can also consult the Class Action Registry where all proceedings must be published: <https://www.registredesactionscollectives.quebec/>.

If you have any questions, you can contact Mr. Viot's lawyers using the information below:



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