

CANADA

(Class Action)  
SUPERIOR COURT

PROVINCE OF QUEBEC  
DISTRICT OF MONTREAL

---

**D. LEOPARDI**

NO: 500-06-001036-199

*Petitioner*

-vs.-

**MERCEDES-BENZ CANADA INC.**, legal person duly constituted, having its head office at 98 Vanderhoof Avenue, City of Toronto, Province of Ontario, M4G 4C9

*Respondent*

---



---

**APPLICATION TO AUTHORIZE THE BRINGING OF A CLASS ACTION  
& TO APPOINT THE PETITIONER AS REPRESENTATIVE  
(Art. 574 C.C.P. and following)**

---

TO ONE OF THE HONOURABLE JUSTICES OF THE SUPERIOR COURT, SITTING IN AND FOR THE DISTRICT OF MONTREAL, YOUR PETITIONER STATES AS FOLLOWS:

**I. GENERAL PRESENTATION**

**A) The Action**

1. Petitioner wishes to institute a class action on behalf of the following group, of which he is a member, namely:
  - All persons, entities or organizations resident in Quebec who purchased or leased a
    - 2008-2019 Mercedes C-Class
    - 2012-2017 Mercedes CLS-Class
    - 2010-2019 Mercedes E-Class
    - 2013-2016 Mercedes GL-Class
    - 2017-2019 Mercedes GLS-Class
    - 2015-2019 Mercedes GLA-Class
    - 2012-2015 Mercedes M-Class
    - 2016-2019 Mercedes GLE-Class



- 2010-2015 Mercedes GLK-Class
- 2016-2019 Mercedes GLC-Class  
(the “Subject Vehicles”)

or any other group to be determined by the Court;

2. It is hereby alleged that the Respondent designed, tested, manufactured, marketed, distributed, warranted, leased and/or sold the Subject Vehicles equipped with uniformly defective heating, ventilation, and air-conditioning systems (“HVAC Systems”), which cause them to accumulate mould and mildew residue and growth that, when in use, emits a moldy, mildewy, or sour odour that permeates the vehicle cabin, and even more pungently in humid weather and after it has rained;
3. As a result, the Petitioner and Class Members have suffered damages that they are entitled to claim, including:
  - a) Overpayment of the purchase price and/or lease payments of the Subject Vehicles;
  - b) Lower resale value / diminished value of the Subject Vehicles;
  - c) Costs of attempting to identify and repair the HVAC Systems, including the purchase of replacement air filters, cleaners, AC and heater housing unit, evaporators, other parts and labour related thereto;
  - d) Out-of-pocket loss, such as buying air fresheners to help mask the smell;
  - e) Loss of full use and enjoyment of the Subject Vehicles by having to endure a noxious odour and/or driving with the windows open in undesirable conditions;
  - f) Costs of purchasing a Mercedes service plan to avoid having to pay future costs related to the smell;
  - g) Pain, suffering, trouble and inconvenience, especially for those persons that suffer from respiratory problems (such as asthma) or allergies; and
  - h) Punitive damages;

#### **B) The Respondent**

4. Respondent Mercedes-Benz Canada Inc. (hereinafter “Mercedes”) is a Canadian automotive company with its head office in Toronto, Ontario, the whole as appears more fully from a copy of an extract from the *Registraire des entreprises*, produced herein as **Exhibit R-1**. It is a subsidiary of the parent company Daimler AG located in Stuttgart, Germany;



5. Mercedes designed, tested, manufactured, marketed, distributed, warranted, leased and/or sold the Subject Vehicles throughout Canada, including within the province of Quebec;

**C) The Situation**

6. The Subject Vehicles' HVAC Systems are all substantially the same from a mechanical engineering standpoint and they employ the same general components (evaporator, evaporator housing, ducting, fan, filter, drain lines, etc...);
7. When a vehicle's HVAC system cools air, it is normal that condensation forms on evaporator. This condensation is typically evaporated through the activation of a fan and airflow over the evaporator; however, in the Subject Vehicles, the condensation that builds on the evaporator does not get properly and fully evaporated, creating a moist, hospitable environment for the growth of bacteria, fungus, mould, and spores (the "Defect");
8. Over time, these moulds will secrete mycotoxins, leading to noxious odours. The time necessary for the Defect to lead to a discernable smell is variable – it may be as early as 30 days or can take as long as 2-3 years;
9. Once the mycotoxins have taken hold, when the HVAC Systems are in use, the mouldy air gets blown into the vehicle cabin, which emits a foul smell that is terribly unpleasant, and further, can also cause occupants to suffer respiratory problems (especially for people with asthma) and aggravate their existing allergies;
10. Further, when the mold/mildew/fungus growing in the evaporator spreads, it can result in reduced HVAC System efficiency, while also becoming more difficult to remove and requiring evaporator replacement in many instances;
11. In addition, the tightly sealed and enclosed passenger compartment causes concentration levels of toxic smells and chemicals to become much higher than in larger and less tightly sealed spaces;
12. Unfortunately, Class Members are most oftentimes not aware of the source of the odour – they logically surmise that there is some organic material (such as food) decomposing somewhere in their vehicle. Further, after a few minutes, the human body's odour receptors experience temporary sensory fatigue or olfactory adaptation and stop sending messages to the brain about a lingering odour – all of this to say that it may take months or years for Class Members to fully realize that there is a persistent smell and that this smell is emanating from their HVAC Systems;
13. Even if a Class Member does make the connection; i.e. that the odour is permanent and that it is coming out of their HVAC Systems, when they complain to Mercedes about the problem, Mercedes merely performs "band-aid" solutions that only serve



to mask the issue, such as (i) replacement of the cabin air filter (ii) “flushing” the system by disassembling the dashboard and drilling a hole in the HVAC Systems and applying a disinfecting solution to the evaporator coil (iii) applying various cleaners – all of which Mercedes touts as resolving the issue, but instead only temporarily eliminate the smell problem, but does not and cannot address the real issue of the Defect – therefore, in time, the smell will inevitably return;

14. To make matters worse, Mercedes charges customers for these non-permanent “solutions”, even when the Subject Vehicles are still under warranty, instead often telling people that this is a “maintenance issue” and blaming Class Members who experienced foul odours for failing to properly maintain their vehicles, when in fact, no amount of “maintenance” can possibly fix the Defect;
15. By virtue of Mercedes’ conduct as described above, it has actively concealed the Defect, thereby suspending any prescriptive period that could begin to run against Class Members until such time as they learn of the Defect on their own;
16. Making the matter even more egregious, Mercedes’ knew for some time about the Defect (as will be expanded upon herein), yet Mercedes failed to disclose, denied, and actively hid the Defect from Class Members – instead it continued to advertise its vehicles as having state-of-the-art engineering and a comfortable interior;
17. As early as 2008, Mercedes learned of the HVAC system defect when a customer won a consumer arbitration against it in the case of *Fattah v. Mercedes-Benz USA, Inc*, 2008-0441/MIA (Fla. NMVAB November 14, 2008). A summary of the case states:

“The Consumer complained of a foul musty odor coming from the air conditioner vents in her 2007 Mercedes C230. The Consumer testified that the severity of the odor had reduced; however, the odor still existed. The Manufacturer contended that the alleged defect did not substantially impair the use, value or safety of the vehicle. While not denying the existence of the odor, the Manufacturer asserted that “outside elements and humid South Florida temperatures” contributed to the odor. The Board rejected the Manufacturer’s argument and found that the odor substantially impaired the use, value and safety of the vehicle. Accordingly, the Consumer was awarded a refund.

The whole as appears more fully from a copy of the Office of the Attorney General Florida New Motor Vehicle Arbitration Board Quarterly Case Summaries October 2008 -December 2008 (4<sup>th</sup> Quarter), produced herein as **Exhibit R-2**;

18. Mercedes’ knowledge of the Defect is also evident from its Technical Service Bulletins (“TSB”s) issued concerning mouldy / musty smells emanating from the HVAC Systems, including:



- On March 5, 2007, TSB T-B-83.30/91a was issued in the U.S. instructing its service center that for “Air Conditioning Musty/Moldy Odor complaints: Use Contra Sept cleaner”;
  - On June 5, 2009, TSB LI83.30-P-045340 titled “Air Conditioning Musty/Moldy Odor Complaints” was issued in the U.S. which states that “*Under certain environmental conditions, typically in a hot and humid climate, the vehicle may emit a musty/moldy odor from the air conditioning system. This may be more noticeable when starting the vehicle due to a residual condensation on the evaporator and interior surface of the heater box*”;
  - On September 22, 2011, TSB LI83.00-P-051588 titled “Smell of Mold, Decay or Urine from Ventilation” was issued in the U.S. which states that “*A moldy (foul) odor can typically occur for a short time after the engine start in all vehicles with air conditioning, is a technical inherent effect which likewise cannot be eliminated by cleaning the evaporator*”;
  - On June 26, 2016, TSB LI83.30-P-059119 titled “Odor from Air Conditioning” was issued in the U.S. which states that “*In the first few minutes after an engine start, damp air may be blown out (“laundry smell”). This is due to natural causes, repairs do not remedy the problem*”;
19. Mercedes collects, reviews, and analyzes detailed information about repairs made on vehicles under warranty at its dealerships and service centers. In consequence, Mercedes would have known about the Defect from the large number of HVAC Systems services, repairs, cleaning treatments, and component replacements, at the very least, those made during the Subject Vehicles’ warranty periods;
  20. Mercedes dealerships and service centers order parts directly from Mercedes. In consequence, the higher than expected replacement cabin air filters alerted Mercedes about the Defect and the fact that it affected a wide range of its vehicles;
  21. Mercedes also received complaints directly from customers or indirectly when customers complained to their dealerships. There are examples of this on the NHTSA database and online forums. Further, Mercedes was sued for this exact issue in several U.S. class actions starting as early as 2016 and where several of the plaintiffs sent demand letters directly to Mercedes-Benz USA, LLC and/or their parent company Daimler AG starting as early as 2015;
  22. Mercedes also would have monitored and seen consumer complaints that were made to NHTSA’s Office of Defect Investigations and on public online forums, such as [www.mbworld.com](http://www.mbworld.com), [www.benzworld.com](http://www.benzworld.com), [www.repairpal.com](http://www.repairpal.com), [www.answers.yahoo.com](http://www.answers.yahoo.com), [www.mbca.org](http://www.mbca.org), [www.edmunds.com](http://www.edmunds.com), etc...;
  23. Mercedes sold and leased Subject Vehicles with a “New Vehicle Limited Warranty” which stated:



“DEFECTS: Mercedes-Benz Canada Inc. (MBC) warrants to the original and each subsequent owner of a new Mercedes-Benz vehicle that any authorized Mercedes-Benz dealer will make any repairs or replacements necessary, to correct defects in material or workmanship arising during the warranty period.

...

WARRANTY PERIOD: This warranty is for the first to occur of 48 months or 80,000 km, whichever comes first, from the vehicle’s date of delivery or when placed into service if earlier.

...

NO CHARGE: Warranty repairs and adjustments will be made at no charge for parts and labour.”

24. Notwithstanding this express warranty, Mercedes does not (i) correct the defect in material or workmanship and (ii) refuses to cover their “fixes” under warranty and instead makes Class Members pay out-of-pocket;

## II. FACTS GIVING RISE TO AN INDIVIDUAL ACTION BY THE PETITIONER

25. On June 1, 2016, the Petitioner leased a new 2016 Mercedes-Benz C300 4MATIC Sedan (VIN 55SWF4KB4GU147060) from Auto Classique de Laval Inc. at 3131 Autoroute Laval (440) West, in Chomedey, Laval, Quebec for a cost of \$605.77 plus taxes (total \$696.49) per month for 45 months (the full cost-price of the Subject Vehicle being \$54,986.49 and the Petitioner put a down payment of \$1,175.00), the whole as appears more fully from a copy of the Petitioner’s Motor Vehicle Lease Agreement dated June 1, 2016, produced herein as **Exhibit R-3**;
26. In the summer of 2017 (approximately 1 year after he took possession of the vehicle), the Petitioner began to notice a strange smell, but he could not figure out where it was coming from; he assumed that his kids had left some food somewhere in the vehicle;
27. Around this time, when Petitioner was taking his vehicle to the dealership for its regular maintenance, he asked about this random smell and the person at the dealership told him that it was nothing;
28. Being unable to figure out what this mysterious smell was or where it was emanating from, the Petitioner began driving with his window down and sometimes with his sunroof open whenever possible. He also started purchasing air fresheners at a frequency of at least 2 per year since 2017;
29. Further, the Petitioner has at times has experienced breathing problems while driving his vehicle, though he did not understand why (until now);



30. When the Petitioner gives friends or work acquaintances a ride in his vehicle, he is often embarrassed by the smell at first, until he and his passengers' olfactory receptors adjust to the odour;
31. The Petitioner expected his vehicle to be of good and merchantable quality and not defective. He had no reason to know or expect that mould would develop in his vehicle's HVAC Systems. Had he known the truth, he would not have leased his vehicle and certainly would have paid significantly less for it;
32. In fact, due to Mercedes' marketing and advertisements, the Petitioner expected that he was getting a luxury vehicle – due to the Defect, such was not the case;
33. Further, the Petitioner does not intend to exercise his option to purchase under his lease agreement, in part due to the smell issue;
34. The Petitioner has recently become aware of the existence of a class action and subsequent settlement in the United States related to this issue, as appears from a copy of the U.S. Class Action Complaints and Settlement Agreement dated December 20, 2019, produced herein as **Exhibits R-4 *en liasse*** and **Exhibit R-5**, respectively;
35. Upon learning of the U.S. class action and settlement, the Petitioner has now come to the realization that the odour and problems that he has been experiencing with his vehicle is related to a design defect of his HVAC system;
36. Petitioner has suffered ascertainable loss as a result of the Defect and Mercedes' concealment thereof, including, but not limited to, overpayment of the lease, out of pocket expenses for air fresheners, loss of full use and enjoyment, pain, suffering, trouble and inconvenience;
37. Petitioner's damages are a direct and proximate result of the Respondent's conduct;
38. In consequence of the foregoing, the Petitioner is justified in claiming damages;

### **III. FACTS GIVING RISE TO INDIVIDUAL ACTIONS BY EACH MEMBER OF THE CLASS**

39. Every member of the Class has purchased and/or leased a Subject Vehicle and is justified in claiming at least one or more of the following as damages:
- a. Overpayment of the purchase price and/or lease payments of the Subject Vehicles,
  - b. Lower resale value/ diminished value of the Subject Vehicles,



- c. Costs of attempting to identify and repair the HVAC Systems, including the purchase of replacement air filters, cleaners, AC and heater housing unit, evaporators, other parts and labour related thereto;
  - d. Out-of-pocket loss, such as buying air fresheners to help mask the smell;
  - e. Loss of full use and enjoyment of the Subject Vehicles by having to endure a noxious odour and/or driving with the windows open in undesirable conditions;
  - f. Costs of purchasing a Mercedes service plan to avoid having to pay future costs related to the smell;
  - g. Pain, suffering, trouble and inconvenience, especially for those persons that suffer from respiratory problems (such as asthma) or allergies; and
  - h. Punitive damages;
40. All of these damages to the Class Members are a direct and proximate result of the Respondent's conduct;

#### **IV. 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
41. Petitioner is unaware of the specific number of persons who purchased and/or leased the Subject Vehicles; however, it is safe to estimate that it is in the many thousands;
42. Class Members are numerous and are scattered across the province;
43. 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 Respondent. Even if Class Members themselves could afford such 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 Respondent would increase delay and expense to all parties and to the court system;
44. Also, a multitude of actions instituted in different jurisdictions, both territorial and judicial districts, risks having contradictory judgments on issues of fact and law that are similar or related to all members of the Class;
45. These facts demonstrate that it would be impractical, if not impossible, to contact every member of the Class to obtain mandates and to join them in one action;



46. 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;
- B) The claims of the members of the Class raise identical, similar or related issues of law or fact
47. Individual issues, if any, pale by comparison to the numerous common issues that will advance the litigation significantly;
48. The damages sustained by the Class Members flow, in each instance, from a common nucleus of operative facts, namely, Respondent's misconduct;
49. The claims of the Class Members raise identical, similar or related issues of fact or law, namely:
- a) Are the HVAC Systems in the Subject Vehicles Defective?
  - b) Did the Respondent know or should it have known about the HVAC System Defect?
  - c) Did the Respondent omit and fail to disclose material facts regarding the Subject Vehicles, including the defective nature of the HVAC Systems?
  - d) Did the Respondent engage in unfair, false, misleading, or deceptive acts or practices regarding the Subject Vehicles?
  - e) Should an injunctive remedy be ordered to prohibit the Respondent from continuing to perpetrate their unfair, false, misleading, and/or deceptive conduct?
  - f) Should an injunctive remedy be ordered to force the Respondent to recall, repair, and/or replace the HVAC systems in Class Members' Subject Vehicles free of charge?
  - g) Is the Respondent 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 / diminished value of the Subject Vehicles, costs of attempting to identify and repair the HVAC Systems, including the purchase of replacement air filters, cleaners, AC and heater housing unit, evaporators, other parts and labour related thereto, out-of-pocket loss (such as buying air fresheners to help mask the smell), the loss of full use and enjoyment of the Subject Vehicles by having to endure a noxious odour and/or driving with the windows open in undesirable conditions, costs of purchasing a Mercedes service plan to avoid having to pay future costs related to the smell, pain, suffering, trouble and inconvenience (especially for those Class Members suffering from respiratory problems)?



h) Is the Respondent responsible to pay punitive damages to Class Members and in what amount?

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

**V. NATURE OF THE ACTION AND CONCLUSIONS SOUGHT**

51. The action that the Petitioner wishes to institute on behalf of the members of the Class is an action in damages, injunctive relief, and declaratory judgment;

52. The conclusions that the Petitioner wishes to introduce by way of an application to institute proceedings are:

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

ORDER the Defendant to recall, repair, and/or replace the Subject Vehicles' HVAC Systems free of charge;

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

CONDEMN the Defendant 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 Defendant 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 Defendant to bear the costs of the present action including expert and notice fees;

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

A) Petitioner requests that he be attributed the status of representative of the Class

53. The Petitioner is a member of the Class;



54. The Petitioner is ready and available to manage and direct the present action in the interest of the members of the Class that he wishes to represent and is determined to lead the present file to a final resolution of the matter, the whole for the benefit of the Class, as well as, to dedicate the time necessary for the present action before the Courts and the *Fonds d'aide aux actions collectives*, as the case may be, and to collaborate with his attorneys;
55. The Petitioner has the capacity and interest to fairly and properly protect and represent the interest of the members of the Class;
56. The Petitioner has given the mandate to his attorneys to obtain all relevant information with respect to the present action and intends to keep informed of all developments;
57. The Petitioner, with the assistance of his attorneys, is 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;
58. The Petitioner has given instructions to his attorneys to put information about this class action on its website and to collect the coordinates of those Class Members that wish to be kept informed and participate in any resolution of the present matter, the whole as will be shown at the hearing;
59. The Petitioner is in good faith and has instituted this action for the sole goal of having his rights, as well as the rights of other Class Members, recognized and protected so that they may be compensated for the damages that they have suffered as a consequence of the Respondent's conduct;
60. The Petitioner understands the nature of the action;
61. The Petitioner's interests are not antagonistic to those of other members of the Class;
62. The Petitioner is prepared to be examined out-of-court on his allegations (as may be authorized by the Court) and to be present for Court hearings, as may be required and necessary;
63. The Petitioner has spent time researching this issue on the internet and meeting with his attorneys to prepare this file. In so doing, he is convinced that the problem is widespread;
64. The Petitioner, with the assistance of his attorneys, has created a webpage at [www.clg.org](http://www.clg.org) wherein other Class Members can enter their coordinates to join the class action and be kept up to date on its development;



B) Petitioner suggests that this class action be exercised before the Superior Court of justice in the district of Montreal

65. A great number of the members of the Class reside in the judicial district of Montreal and in the appeal district of Montreal;

66. The Petitioner's attorneys practice their profession in the judicial district of Montreal;

67. 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 and injunctive relief;

**APPOINT** the Petitioner as representative of the persons included in the class herein described as:

- All persons, entities or organizations resident in Quebec who purchased or leased a
  - 2008-2019 Mercedes C-Class
  - 2012-2017 Mercedes CLS-Class
  - 2010-2019 Mercedes E-Class
  - 2013-2016 Mercedes GL-Class
  - 2017-2019 Mercedes GLS-Class
  - 2015-2019 Mercedes GLA-Class
  - 2012-2015 Mercedes M-Class
  - 2016-2019 Mercedes GLE-Class
  - 2010-2015 Mercedes GLK-Class
  - 2016-2019 Mercedes GLC-Class
  - (the "Subject Vehicles")

or any other group to be determined by the Court;

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

- a) Are the HVAC Systems in the Subject Vehicles Defective?
- b) Did the Respondent know or should it have known about the HVAC System Defect?
- c) Did the Respondent omit and fail to disclose materials facts regarding the Subject Vehicles, including the defective nature of the HVAC Systems?



- d) Did the Respondent engage in unfair, false, misleading, or deceptive acts or practices regarding the Subject Vehicles?
- e) Should an injunctive remedy be ordered to prohibit the Respondent from continuing to perpetrate their unfair, false, misleading, and/or deceptive conduct?
- f) Should an injunctive remedy be ordered to force the Respondent to recall, repair, and/or replace the HVAC systems in Class Members' Subject Vehicles free of charge?
- g) Is the Respondent 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 / diminished value of the Subject Vehicles, costs of attempting to identify and repair the HVAC Systems, including the purchase of replacement air filters, cleaners, AC and heater housing unit, evaporators, other parts and labour related thereto, out-of-pocket loss (such as buying air fresheners to help mask to smell), the loss of full use and enjoyment of the Subject Vehicles by having to endure a noxious odour and/or driving with the windows open in undesirable conditions, costs of purchasing a Mercedes service plan to avoid having to pay future costs related to the smell, pain , suffering, trouble and inconvenience (especially for those Class Members suffering from respiratory problems)?
- h) Is the Respondent responsible to pay punitive damages to Class Members and in what amount?

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

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

ORDER the Defendant to recall, repair, and/or replace the Subject Vehicles' HVAC Systems free of charge;

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

CONDEMN the Defendant 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 Defendant 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 Defendant to bear the costs of the present action including expert and notice fees;

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

**DECLARE** that all members of the Class that have not requested their exclusion, be bound by any judgment to be rendered on the class action to be instituted in the manner provided for by the law;

**FIX** the delay of exclusion at thirty (30) days from the date of the publication of the notice to the members, date upon which the members of the Class that have not exercised their means of exclusion will be bound by any judgment to be rendered herein;

**ORDER** the publication of a notice to the members of the group in accordance with article 579 C.C.P. within sixty (60) days from the judgment to be rendered herein in The Montreal Gazette and La Presse;

**ORDER** that said notice be available on the Respondent's website, Facebook page, and Twitter account with a link stating "Notice to Current and Former Owners/Lessees of Certain Mercedes Vehicles";

**ORDER** that said notice be sent by individual letters emailed and/or mailed to Class Members by using the Respondent's customer list;

**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 costs, including all publication and dissemination fees.

Montreal, December 23, 2019

*Andrea Grass*

---

CONSUMER LAW GROUP INC.

Per: Me Andrea Grass  
Attorneys for the Petitioner

