

Notice to members

Class action against short-term vehicle rental companies regarding a discriminatory and injurious practice due to the age of the drivers

Take notice that on April 13, 2021, in Court file number 500-06-001016-191, the Honorable Judge Chantal Tremblay of the District of Montreal Superior Court authorized the bringing of a class action against the following defendants:

The class action has been authorized for the following group:

“Since August 16, 2016, any natural person in Quebec under the age of 25 who has entered into a short-term vehicle rental contract or has been refused such a contract with one or more of the following companies

1- 2642-0398 Québec inc. (Autoplateau location)

2- 9007-3529 Québec inc. (Autorentacanada.com)

3- Budgetauto inc.

4- Aviscar inc.

5- 2313-7292 Québec inc. (Discount car and truck rentals and Via route)

6- L'équipe Dany Sévigny inc. (Discount car and truck rentals and Via route Sherbrooke)

7- Enterprise Canada, the car rental company (Enterprise, National and Alamo)

8- 9093-4233 Québec inc. (Globe Car)

9- Globe car and truck rentals inc.

on February 9, 2022, in the same Court file number 500-06-001016-191, the Honourable Judge Lucas Granosik authorized the exercise of a class action for persons belonging to the following group:

Since June 30, 2021, any natural person in Quebec under the age of 25

who has entered into a short-term vehicle rental contract or has been refused such a contract with one or the other of the following companies:

10- Hertz Canada Limited;

11- Dollar Thrifty Automotive Group Canada inc.

(hereinafter: the Group)”

The status of representative has been assigned to Option consommateurs and Mr. Guillaume Rousseau has been identified as the designated person.

Option consommateurs blames these short-term vehicle rental companies for exercising a discriminatory and injurious practice by charging additional fees or refusing to conclude a rental contract for some or any type of vehicle due to the age of one of the drivers named in the rental contract.

The main issues that will be collectively addressed in this class action are:

Have the defendants imposed additional charges on lessees or refused to enter into a rental contract for any type of vehicles because of the age of one of the drivers named in the rental contract?

Are the practices of charging additional fees to lessees and refusing to enter into a rental contract for some or any type of vehicles because of the age of one of the drivers named in the rental contract discriminatory within the meaning of the Charter?

Are members who have paid additional fees because of the age of one of the drivers named in the contract with one of the defendants entitled to be reimbursed the additional fees imposed due to age and to monetary compensation for the taxes applied on these charges?

Are the members of the Group entitled to moral damages for their troubles, problems, inconveniences and pain suffered as a result of the discriminatory practices of the defendants against them, and, if so, in what amount?

Do Class Members have the right to an end of the discriminatory practices by the Defendants?

Does charging additional fees to members because of the age of one of the drivers named in the contract amount to exploitation of the consumer within the meaning of section 8 of the *Consumer Protection Act*?

Are members who have paid additional fees due to the age of one of the drivers named in the contract entitled to moral and / or punitive damages in accordance with Article 272 of the *Consumer Protection Act* because of the violation of article 8 of this same law, and, if applicable, to what amount?

Alternatively, if the court finds that there is no discrimination:

Do members who have paid additional fees due to the age of one of the drivers named in the contract have the right to stop this practice?

Are members who have paid additional fees due to the age of one of the drivers named in the contract with one of the defendants entitled to reimbursement equivalent to the reduction or elimination of these fees and to monetary compensation for taxes applied on these charges?

The conclusions sought with relations to these questions are as follows:

GRANT the application to institute proceedings for all members of the Group;

Regarding the designated person:

CONDEMN the defendant the rental car company Enterprise Canada to pay to the designated person as material damages the sum of \$40.00, plus monetary compensation equivalent to the taxes paid on these fees, with interest at the legal rate increased by the additional indemnity provided for in Article 1619 of the *Civil Code of Quebec*;

CONDEMN the defendant the rental car company Enterprise Canada to pay the designated person compensation for moral damages, with interest at the legal rate plus the additional compensation provided for in Article 1619 of the *Civil Code of Quebec*;

CONDEMN the defendant the rental car company Enterprise Canada to pay to the designated person punitive damages in accordance with section 272 of the *Consumer Protection Act* with interest at the legal rate plus the additional compensation provided for in Article 1619 of the *Civil Code of Quebec* from the judgment;

Regarding the Group:

Injunction

ORDER the defendants to cease the discriminatory practices of imposing additional fees and refusing to enter into a rental contract for some or any type of vehicles based on the age of one of the drivers named in the rental contract;

Alternatively, if the court finds that there is no discrimination:

ORDER the defendants to cease the practice of charging additional injurious fees because of the age of one of the named drivers;

Material damages

CONDEMN the defendants to reimburse the additional fees charged to members due to the age of one of the designated drivers as well as to pay monetary compensation equivalent to the taxes paid on these additional fees with interest at the legal rate increased by the indemnity additional provided for in Article 1619 of the *Civil Code of Quebec*;

Alternatively, if the court finds that there is no discrimination:

CONDEMN the defendants to reimburse the members the equivalent of the reduction or elimination of the additional fees charged because of the age as well as to pay monetary compensation equivalent to the taxes paid on these additional fees with interest at the legal rate increased by 1 additional indemnity provided for in Article 1619 of the *Civil Code of Quebec*;

ORDER the collective recovery of these claims;

Moral damages

CONDEMN the defendants to pay to each of the members of the Group compensation for moral damages, with interest at the legal rate plus the additional compensation provided for in Article 1619 of the *Civil Code of Quebec*;

ORDER the collective recovery of these claims;

Punitive damages

CONDEMN the defendants to pay punitive damages to each member of the Group in accordance with Article 272 *Consumer Protection Act*, with interest at the legal rate plus the additional compensation provided for in Article 1619 of the *Civil Code of Quebec* from the judgment;

ORDER the collective recovery of these claims;

Concerning the representative:

GRANT a compensation to the representative in accordance with Article 593 C.p.c., the amount of which will be determined by the Court;

THE WHOLE with legal costs, including opinion and expert costs.

The Option consommateurs' class action on behalf of the members of the Group will consist of an action for injunction, reduction of obligation and material, moral and punitive damages, which will be brought in the district of Montreal.

All Group members may benefit from the class action and will be bound by any judgment to be made on the class action without having to register.

You can exclude yourself from the Group the following way:

- a) A member, who has not already made a personal request, may exclude himself from the Group by notifying the clerk of the Superior Court of the district of Montreal by registered or certified mail in accordance with Article 580 of the *Code of Civil Procedure*. The deadline to exclude yourself is June 9, 2022, the postmark being proof of the date of dispatch.
- b) Any member of the Group who has filed a claim before a civil law court that would have the final judgment in the context of this class action is deemed to

be excluded from the Group if he does not withdraw from his individual claim before the expiration of the exclusion period.

Any member of the Group who will not be excluded as indicated above will be bound by any judgment to be made on the authorized class action.

A member may have his intervention received by the court if it is considered useful to the Group.

A member of the Group other than the representative or a stakeholder cannot be ordered to pay the legal fees of the class action.

The members of the Group can obtain a copy of the judgment authorizing this class action or obtain more information about it by contacting the attorneys of Option consommateurs at the following or by visiting the website of the Register of class actions at the following address: <https://www.registredesactionscollectives.quebec/en>.

For more information, consult the following page:

<https://spavocats.ca/class-actions/young-drivers/>.

Contact details of the representative's attorneys	
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MONTREAL, this April 12, 2022
Sylvestre Painchaud et associés S.E.N.C.R.L.
Representative's attorneys