

C A N A D A

**PROVINCE OF QUEBEC
DISTRICT OF MONTREAL**

N° : 500-06-000079-265

**SUPERIOR COURT OF QUEBEC
(CLASS ACTION)**

7152663 CANADA INC., a corporation having its head office at 211 rue Sidney Cunningham, in the City of Beaconsfield, district of Montreal, province of Quebec, H9W 6E4;

-and-

LESLIE STEFANI, domiciled and residing at 211 rue Sidney Cunningham, in the City of Beaconsfield, district of Montreal, province of Quebec, H9W 6E4;

Applicants

v.

VOLVO CAR CANADA LTD., a corporation having its elected domicile located at 9130 Leslie Street, Suite 101, in the City of Richmond Hill, province of Ontario, L4B 0B9;

-and-

4093640 CANADA INC. (VOLVO LAVAL), a corporation having its head office at 4560 Boulevard Robert-Bourassa, in the City of Laval, province of Quebec, H7E 0A6;

-and-

CANADIAN DEALER LEASE SERVICES INC., a corporation having its head office at 2 Bloor Street, Suite 700, in the City of Toronto, province of Ontario, M4W 3E2;

-and-

VOLVO CAR CORPORATION, a
corporation having its head office at Avd
50090, HB3S 405 31 Gothenburg, Sweden

Defendants

APPLICATION FOR AUTHORIZATION TO INSTITUTE A CLASS ACTION
(Sections 574 C.C.P. and following)

**TO ONE OF THE HONORABLE JUSTICES OF THE SUPERIOR COURT OF QUEBEC,
SITTING IN AND FOR THE DISTRICT OF MONTREAL, YOUR APPLICANTS STATE
THE FOLLOWING:**

1. The Applicants seek authorization to institute a class action on behalf of the following class, of which they are members (the “**Class**”):

Class:	Groupe:
All persons, in Canada, who own, purchased, lease, leased and/or used the 2025 Volvo EX30 whose vehicle is affected by the high-voltage battery defect.	Toutes les personnes, au Canada, qui possèdent, ont acheté, louent, ont loué, et/ou utilisent le 2025 Volvo EX30 dont le véhicule est affecté par une défectuosité de la batterie à haute tension.
or any other Class or Sub-Class to be determined by the Court.	ou tout autre groupe ou sous-groupe à être déterminé par le Tribunal.

I. CONDITIONS REQUIRED TO AUTHORIZE THIS CLASS ACTION

A) THE FACTS ALLEGED APPEAR TO JUSTIFY THE CONCLUSIONS SOUGHT:

2. Applicant, Leslie Stefani (“**Mrs. Stefani**”), is a consumer within the meaning of Quebec’s *Consumer Protection Act*, CQLR, c. P-40.1 (“**CPA**”).
3. Applicant, 7152663 Canada Inc. (“**715**”), is a duly constituted corporation whose sole shareholder and president is Mrs. Stefani.
4. On October 29, 2024, 715 entered into a lease agreement (the “**Effective Date of the Lease**”) for a 2025 Volvo EX30 (the “**Vehicle**”) at the Volvo Laval dealership (“**Volvo Laval**”), Exhibit **P-1**.
5. Volvo Laval assigned the lease to Defendant Canadian Dealer Lease Services Inc. on the Effective Date of the Lease.

6. Mrs. Stefani selected the Vehicle because she sought a safe, environmentally friendly electric vehicle from a reputable manufacturer, within her budget. She also regarded Volvo as a reliable automotive brand.
7. At the time the lease agreement was entered into, Mrs. Stefani believed that the Vehicle was safe, reliable, free from design and manufacturing defects, and adequately tested before being placed on the market.
8. However, the Vehicle is affected by a high-voltage battery defect that may cause a short circuit and create a fire risk, including while the Vehicle is parked and turned off.
9. On January 2, 2026, Transport Canada published recall notice No. 2026-001 concerning eighty-five (85) units of the 2025 Volvo EX30 affected by a high-voltage battery issue that could cause a short circuit and create a fire risk, even while parked and turned off, as appears from **Exhibit P-2**.
10. The notice, Exhibit P-3, advised, *inter alia*, to limit the battery's maximum charge to 70% and instructed owners to "*park your vehicle outdoors and away from other vehicles or structures until the recall repairs have been completed*". It further indicated that corrective measures were still under development.
11. On or about February 20, 2026, Transport Canada published a second recall notice concerning the high-voltage battery issue, identifying, at such time, one thousand six hundred and thirty-one (1,631) affected 2025 Volvo EX30 vehicles across Canada, as appears from **Exhibit P-3**.
12. This second notice likewise advised limiting the battery's maximum charge to 70% pending repair.
13. The battery defect concerning 2025 Volvo EX30 vehicles was/is not limited to Canada.
14. In the United States, safety recalls concerning the high-voltage battery in certain 2025 Volvo EX30 vehicles were registered with the National Highway Traffic Safety Administration ("**NHTSA**") under campaign Nos. 26V001 and 26V103, **Exhibit P-4**, in bundle.
15. On or about January 2, 2026, and February 20, 2026, Volvo Cars USA LLC and Volvo Cars Canada LTD, on behalf of the Volvo Car Corporation (Volvo Cars Canada LTD and Volvo Car Corporation are hereinafter, from time to time, referred to as "**Volvo**"), issued notices to Volvo retailers regarding 2025 EX30 high voltage battery issue, the whole as appears from a copy of said notices, communicated herewith as **Exhibit P-5**, in bundle.
16. It is noteworthy that the same issues with the 2025 Volvo EX30 model has been identified in numerous other marketplaces wherein that model is sold.

17. By way of example, a July 26, 2026, article in *The Telegraph* reports complaints from several British EX30 owners concerning the battery fire risk, the 70% charging restriction and prolonged repair delays, namely:
- a. Allan Rhodes, a loyal Volvo driver for more than twenty (20) years, acknowledged his positive history with the brand but stated that “*buying the EX30 was the biggest mistake I've ever made*”. Approaching age 75, he reported leaving his vehicle unused on his driveway following the recall because he feared it could burst into flames, adding: “*The anxiety it's causing me is unbelievable*”.
 - b. Deborah Smith reported waiting months for a replacement part and having her July service appointment cancelled. She stated that the charging restriction reduced her vehicle's range from the advertised 280 miles to approximately 180 miles and questioned why a safety issue was taking so long to resolve.

Both owners had complained directly to Volvo and were seeking to *reject* their vehicles, as appears from **Exhibit P-6**.

18. Additionally, a May 22, 2026, article in *Carscoops* reports two (2) EX30 fires in Thailand, where one thousand six hundred and sixty-eight (1,668) vehicles are affected by the battery recall. The article reproduces Volvo Car Thailand's acknowledgment of “two recent fire incidents involving Volvo EX30 vehicles” and reports that one fire spread to an adjacent vehicle and damaged a building. According to the article, both EX30s had been charged above the recommended 70% limit. It further reports that many affected owners were seeking full refunds rather than battery replacements, as appears from **Exhibit P-7**.
19. On or about March 25, 2026, Mrs. Stefani received a letter from Volvo informing her that the Vehicle “*may contain a defect that could affect the safety of a person*”. The letter instructed Mrs. Stefani to limit the Vehicle's charge to 70% until the battery defect was remedied, but provided no repair date, as appears from **Exhibit P-8**.
20. These restrictions substantially impair her use and enjoyment of the Vehicle. The charge limit reduces its usable range and requires additional charging stops.
21. The risk of fire is obviously a constant source of stress and concern for Mrs. Stefani, both while driving and while the Vehicle is parked near her home, near other vehicles or near other buildings.
22. The absence of a definite repair date prolongs this dilemma and leaves Mrs. Stefani uncertain as to when she will be able to resume normal use of the Vehicle.
23. The defect remains unrepaired as of October 2, 2026. The recall remains in effect, and no repair timeline has been provided.

24. The Applicants allege that the failure to remedy the battery defect for more than nine (9) months is unreasonable. They further allege that the unavailability of the parts required for its repair constitutes a breach of section 39 CPA, namely:

39. Where goods being the object of a contract are of a nature that requires maintenance, replacement parts and repair service must be available for a reasonable time after the making of the contract. The merchant or the manufacturer may release himself from this obligation by warning the consumer in writing, before the contract is entered into, that he does not supply replacement parts or repair service.	39. Si un bien qui fait l'objet d'un contrat est de nature à nécessiter un travail d'entretien, les pièces de rechange et les services de réparation doivent être disponibles pendant une durée raisonnable après la formation du contrat. Le commerçant ou le fabricant peut se dégager de cette obligation en avertissant le consommateur par écrit, avant la formation du contrat, qu'il ne fournit pas de pièce de rechange ou de service de réparation.
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25. The Applicants allege that the Defendants failed to disclose the battery defect and its associated safety risks when the lease agreement was entered into, contrary to section 228 CPA, namely:

228. No merchant, manufacturer or advertiser may fail to mention an important fact in any representation made to a consumer.	228. Aucun commerçant, fabricant ou publicitaire ne peut, dans une représentation qu'il fait à un consommateur, passer sous silence un fait important.
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26. The Applicants were entitled to expect a vehicle of satisfactory quality that could be used safely and reliably.
27. Notwithstanding this material defect, Applicants have continued to make the payments required under the lease agreement.
28. On or about July 9, 2026, Volvo sent Mrs. Stefani an e-mail reiterating the fire risk associated with charging the Vehicle beyond 70% and confirming that the replacement parts required to repair it remained unavailable, as appears from Exhibit **P-9**.
29. In that email, Volvo stated that it "**believe[s]**" the fire risk is eliminated when the battery's charge remains below 70%. The Applicants are thus expected to rely on Volvo's "belief" as assurance that their Vehicle will not catch fire.
30. Volvo also acknowledged that the issue "*will likely be causing you inconvenience in your daily life, and we apologise for that*".

31. On or about September 2, 2026, Volvo sent Mrs. Stefani a further e-mail reiterating the same warning and confirming that the required replacement parts were still unavailable, Exhibit **P-10**.
32. On or about September 29, 2026, Volvo sent Mrs. Stefani an e-mail inviting her to share her experience after what it described as two (2) years of driving the Vehicle, in utter disregard of the unresolved defect and the restrictions impairing her use and enjoyment of it, as appears from Exhibit **P-11**.
33. On or about September 30, 2026, Volvo sent Mrs. Stefani an e-mail confirming that the fire risk associated with charging the Vehicle beyond 70% persisted while advising that replacement parts were beginning to become available in limited quantities. However, this announced availability did not extend to her Vehicle, and the e-mail provided no indication of when it would be repaired, Exhibit **P-12**.
34. Had the Applicants known of the battery defect and its associated safety risks, they would not have entered into the lease agreement, regardless of the price.
35. As a professional seller, Volvo is presumed to have known of the defect.
36. The Applicants allege that the Defendants' conduct breaches sections 37, 38, 39, 40, 41, 53, 215, 219, 220(a), 221(g) and 228 CPA, giving rise to the remedies provided by section 272 CPA. They also invoke section 6 of Quebec's *Charter of human rights and freedoms* and articles 1728 to 1730 C.C.Q.
37. The Defendants' breaches, omissions and misrepresentations directly caused the losses described above, including, without limitation, overpayment for the Vehicle and, in Mrs. Stefani's case, stress, moral damages, and trouble and inconvenience beyond those ordinarily associated with vehicle ownership.
38. In light of Volvo's response to the unresolved defect and its consequences, the Applicants seek to hold the Defendants accountable on behalf of themselves and the Class.
39. Consequently, the Applicants seek compensation for the resulting losses and the following relief under the applicable provisions of the CPA, the Quebec Charter and the Civil Code:
 - a. a reduction of the financial obligations in an amount to be determined once the safety defect is repaired, or, alternatively, the nullity of the contract; and
 - b. punitive damages of \$5,000.

Punitive Damages

40. The Applicants allege that Volvo knew of the battery defect and concealed it from customers to preserve sales of its 2025 EX30 vehicles, placing its commercial interests ahead of customer safety.
41. A reasonable consumer would not purchase or lease a luxury electric vehicle knowing that its usable range would be substantially restricted, that it could catch fire even while parked and turned off, and that parking precautions would limit its ordinary use.
42. Despite its knowledge of the defect and the prolonged delay in repairing it, Volvo declined to provide Mrs. Stefani and affected Class Members with replacement vehicles of comparable value pending repair. The Applicants allege that this decision likewise prioritized Volvo's financial interests over the consequences for its customers.
43. Taken together, the concealment, unresolved safety risk and refusal to provide an interim replacement vehicle demonstrate a disregard for the rights and safety of the Applicants and affected Class Members that warrants punitive damages under section 272 CPA.
44. The Applicants further allege that Volvo's conduct constitutes an unlawful and intentional interference with their right to the peaceful enjoyment of their property, protected by section 6 of Quebec's *Charter of human rights and freedoms*, justifying punitive damages under section 49.
45. A punitive award is necessary to deter Volvo and other vehicle manufacturers from concealing safety defects and leaving customers subject to prolonged restrictions while awaiting repairs.
46. Accordingly, the Applicants seek punitive damages of \$5,000 per Class Member, subject to readjustment.

B) COMMON QUESTIONS

47. The claims of Class Members arise from the battery defect affecting the 2025 Volvo EX30 vehicles and the Defendants' alleged failure to disclose and remedy it.
48. The Applicants allege that Volvo, in its capacity as manufacturer, distributor, supplier, wholesaler and/or importer, is bound by the warranty against latent defects that render the vehicles unfit for their intended use or materially diminish their usefulness. They further invoke the presumption that Volvo, as a professional seller, knew of the defect.

49. Given the premature malfunction of the affected vehicles compared with identical vehicles or vehicles of the same type, the Applicants also invoke the presumption that the defect existed at the time of sale.
50. According to the acknowledgments made by Volvo's representatives to the Applicants and other Class Members, the defect originates from a production issue rather than improper use. The Applicants allege that these acknowledgments support the common origin of the defect and preclude Volvo from attributing it to misuse by Class Members.
51. These issues can be determined collectively and will advance the claims of Class Members, notwithstanding any individual questions concerning their circumstances or the assessment of damages.
52. The claims therefore raise identical, similar or related questions of fact and law, including:
 - a. Does the high-voltage battery issue affecting the 2025 Volvo EX30 constitute a safety defect and/or latent defect?
 - b. Did the Defendants' conduct concerning the defect, its disclosure and its repair breach sections 37, 38, 39, 40, 41, 53, 215, 219, 220(a), 221(g) or 228 CPA, where applicable, or the warranty obligations under articles 1726 and 1728 to 1730 C.C.Q.?
 - c. Did the Defendants unlawfully interfere with Class Members' right to the peaceful enjoyment of their property under section 6 of the Quebec Charter
 - d. Are Class Members entitled to a reduction of the purchase price of the vehicle or their obligations under their lease agreements and, if so, in what amount? Alternatively, are they entitled to the annulment of their contracts?
 - e. Are Class Members entitled to damages for trouble and inconvenience and, if so, in what amount?
 - f. Are Class Members entitled to moral damages and, if so, in what amount?
 - g. Does the Defendants' conduct justify punitive damages under section 272 CPA or sections 6 and 49 of the Quebec Charter, where applicable, and, if so, is an award of \$5,000 per Class Member warranted?

C) THE COMPOSITION OF THE CLASS

53. The February 2026 recall notice identifies one thousand six-hundred and thirty-one 1,631 affected 2025 Volvo EX30 vehicles across Canada.

54. The Class therefore comprises numerous members dispersed throughout Quebec and elsewhere in Canada.
55. Given their number and geographic distribution, contacting each Class Member to obtain a mandate or consolidating their individual proceedings would be difficult or impracticable.
56. A class action would therefore allow Class Members to pursue their claims collectively, facilitate access to justice and avoid a multiplicity of proceedings concerning the same defect.

D) ADEQUATE REPRESENTATIVE

57. The Applicants seek appointment as representative plaintiffs. They are members of the Class, have a direct interest in the relief sought and are capable of properly representing Class Members. Their interests do not conflict with those of the other members.

II. NATURE OF THE ACTION AND CONCLUSIONS SOUGHT

58. The Applicants seek to institute an action on behalf of Class Members for compensatory and punitive damages.
59. The Applicants seek the following conclusions in the originating application:
 1. **AUTHORIZE** the class action of the Representative Plaintiffs and Class Members against the Defendants;
 2. **CONDEMN** the Defendants, solidarily, to pay each Class Member compensatory damages in an amount to be determined, and **ORDER** collective recovery of those sums;
 3. **CONDEMN** the Defendants, solidarily, to pay to each Class Member \$5,000.00 in punitive damages, subject to readjustment, and **ORDER** collective recovery of those sums;
 4. **CONDEMN** the Defendants, solidarily, to pay interest and the additional indemnity on the foregoing sums, from the date of service of the Application for Authorization to Institute a Class Action;
 5. **ORDER** the Defendants to deposit with the office of this Court all sums subject to collective recovery, together with interest and costs;
 6. **ORDER** collective liquidation of Class Members' claims where the evidence permits or, alternatively, individual liquidation; and

7. **CONDEMN** the Defendants, solidarily, to pay the legal the costs, including the costs of notices, claims administration and expert evidence, if any, including expert evidence required to determine the amounts subject to collective recovery.

III. JURISDICTION

60. The Applicants request that the class action proceed before the Superior Court of Quebec in the judicial district of Montreal, where Mrs. Stefani, a consumer, resides.

FOR THESE REASONS, MAY IT PLEASE THIS COURT TO:

1. **AUTHORIZE** the institution of a class action by originating application for damages;
2. **APPOINT** the Applicants the status of representative plaintiffs for the following Class:

Class:	Groupe:
All persons, in Canada, who own, purchased, lease, leased and/or used the 2025 Volvo EX30 whose vehicle is affected by the high-voltage battery defect. or any other Class or Sub-Class to be determined by the Court.	Toutes les personnes, au Canada, qui possèdent, ont acheté, louent, ont loué, et/ou utilisent le 2025 Volvo EX30 dont le véhicule est affecté par une défectuosité de la batterie à haute tension. ou tout autre groupe ou sous-groupe à être déterminé par le Tribunal.

3. **IDENTIFY** the principal questions of fact and law to be treated collectively as follows:
 - a. Does the high-voltage battery issue affecting the 2025 Volvo EX30 constitute a safety defect and/or latent defect?
 - b. Did the Defendants' conduct concerning the defect, its disclosure and its repair breach sections 37, 38, 39, 40, 41, 53, 215, 219, 220(a), 221(g) or 228 CPA, where applicable, or the warranty obligations under articles 1726 and 1728 to 1730 C.C.Q.?
 - c. Did the Defendants unlawfully interfere with Class Members' right to the peaceful enjoyment of their property under section 6 of the Quebec Charter
 - d. Are Class Members entitled to a reduction of the purchase price of the vehicle or their obligations under their lease agreements and, if so, in what

amount? Alternatively, are they entitled to the annulment of their purchase or lease contracts?

- e. Are Class Members entitled to damages for trouble and inconvenience and, if so, in what amount?
- f. Are Class Members entitled to moral damages and, if so, in what amount?
- g. Does the Defendants' conduct justify punitive damages under section 272 CPA or sections 6 and 49 of the Quebec Charter, where applicable, and, if so, is an award of \$5,000 per Class Member warranted?

4. **IDENTIFY** the conclusions sought in the class action as follows:

- 1. **ALLOW** the class action of the Representative Plaintiffs and Class Members against the Defendants;
 - 2. **CONDEMN** the Defendants, solidarily, to pay each Class Member compensatory damages in an amount to be determined, and **ORDER** collective recovery of those sums;
 - 3. **CONDEMN** the Defendants, solidarily, to pay to each Class Member \$5,000.00 in punitive damages, subject to readjustment, and **ORDER** collective recovery of those sums;
 - 4. **CONDEMN** the Defendants, solidarily, to pay interest and the additional indemnity on the foregoing sums, from the date of service of the Application for Authorization to Institute a Class Action;
 - 5. **ORDER** the Defendants to deposit with the office of this Court all sums subject to collective recovery, together with interest and costs;
 - 6. **ORDER** collective liquidation of Class Members' claims where the evidence permits or, alternatively, individual liquidation;
 - 7. **CONDEMN** the Defendants, solidarily, to pay the legal the costs, including the costs of notices, claims administration and expert evidence, if any, including expert evidence required to determine the amounts subject to collective recovery.
5. **ORDER** publication of a notice to Class Members in accordance with article 579 C.C.P., in the form and manner to be determined by further order of the Court, and **ORDER** the Defendants to pay the publication costs;
6. **FIX** the time limit for opting out of the Class at thirty (30) days from publication of the notice to Class Members;

7. **DECLARE** that Class Members who have not opted out within the prescribed time limit will be bound by any judgment rendered in the class action, in accordance with law;
8. **THE WHOLE** with legal costs, including publication costs.

Montreal, October 2, 2026



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Lawyers for the Applicants

O/F: 4966-1

SUMMONS
(articles 145 et following C.C.P.)

Filing of a judicial application

Take notice that the plaintiff has filed this originating application in the office of the court of Quebec in the judicial district of Montreal.

Exhibits supporting the application

In support of the originating application, the plaintiff intends to use the following exhibits:

- EXHIBIT P-1:** Lease agreement dated October 29, 2024.
- EXHIBIT P-2:** Transport Canada recall number 2026-001.
- EXHIBIT P-3:** Transport Canada recall number 2026-078.
- EXHIBIT P-4:** National Highway Traffic Safety Administration recall campaign number 26V001000.
- EXHIBIT P-5:** National Highway Traffic Safety Administration recall campaign number 26V103000.
- EXHIBIT P-6:** Article published on July 26, 2026, in *The Telegraph*: “I’m terrified my car will burst into flames’: Volvo drivers in revolt over “faulty” EVs”.
- EXHIBIT P-7:** Article published on May 22, 2026, in *Carscoops*: “Thailand sues Volvo over two EX30 fires, one of which burned a ranger”.
- EXHIBIT P-8:** Safety Recall Notice dated March 25, 2026.
- EXHIBIT P-9:** E-mail from Volvo Cars Canada to Applicants dated July 9, 2026.
- EXHIBIT P-10:** E-mail from Volvo Cars Canada to Applicants dated September 2, 2026.
- EXHIBIT P-11:** E-mail from Volvo Cars Feedback to Applicants dated September 29, 2026.
- EXHIBIT P-12:** E-mail from Volvo Cars Canada to Applicants dated September 30, 2026.

These exhibits are available upon request.

Defendant's answer

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

Failure to answer

If you fail to answer within the time limit of 15 or 30 days, as applicable, a default judgment may be rendered against you without further notice and you may, according to the circumstances, be required to pay the legal costs.

Content of answer

(If the special simplified rules for the recovery of certain claims before the Court of Québec apply to this application, either because

- it is an application in which the value of the subject matter of the dispute or the amount claimed is less than \$75,000, exclusive of interest including, if applicable, an ancillary application; OR*
- it is an application in which the value of the subject matter of the dispute or the amount claimed is more than \$75,000 but less than \$100,000 and the applicant has asked that the application be processed according to those simplified rules.)*

In your answer, you must state your intention to:

- negotiate a settlement;
 - propose mediation to resolve the dispute;
 - defend the application according to the rules set out in Title I.1 of Book VI of the Code of Civil Procedure (articles 535.1 to 535.15), in particular, by filing with the court office a brief outline of your arguments within 95 days after service of this summons;
- or
- 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.

OR

(If the special simplified rules for the recovery of certain claims before the Court of Québec do not apply to the application.)

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 of Civil Procedure, 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 this summons. However, in family matters or if you have no domicile, residence or establishment in Québec, it must be filed within 3 months after service; or
- 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.

Where to file the judicial application

Unless otherwise provided, the judicial application is heard in the judicial district where your domicile is located, or failing that, where your residence or the domicile you elected or agreed to with plaintiff is located. If it was not filed in the district where it can be heard and you want it to be transferred there, you may file an application to that effect with the court.

However, if the application pertains to an employment, consumer or insurance contract or to the exercise of a hypothecary right on the immovable serving as your main residence, it is heard in the district where the employee's, consumer's or insured's domicile or residence is located, whether that person is the plaintiff or the defendant, in the district where the immovable is located or, in the case of property insurance, in the district where the loss occurred. If it was not filed in the district where it can be heard and you want it to be transferred there, you may file an application to that effect with the special clerk of that district and no contrary agreement may be urged against you.

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 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.

Convening a case management conference

(If the special simplified rules for the recovery of certain claims before the Court of Québec apply to the application)

Within 110 days after service of this summons, the court may call you to a case management conference to ensure the orderly progress of the proceeding

OR

(If the special simplified rules for the recovery of certain claims before the Court of Québec do not apply to the application)

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 that, the protocol is presumed to be accepted

Application accompanied by a notice of presentation

Applications filed in the course of a proceeding and applications under Book III or V of the Code of Civil Procedure—excluding applications pertaining to family matters under article 409 and applications pertaining to securities under article 480 as well as certain applications under Book VI of the Code of Civil Procedure, including applications for judicial review, must be accompanied by a notice of presentation, not by a summons. In such circumstances, the establishment of a case protocol is not required.

Montreal, October 2, 2026



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Lawyers for the Applicants

O/F: 4966-1

NOTICE OF PRESENTATION
(Article 527 C.C.P.)

TO: **VOLVO CAR CANADA LTD.**
9130 Leslie Street, Suite 101,
Richmond Hill, ON, L4B 0B9

4093640 CANADA INC. (VOLVO LAVAL)
4560 Boulevard Robert-Bourassa
Laval, QC, H7E 0A6

CANADIAN DEALER LEASE SERVICES INC.
2 Bloor Street, Suite 700,
Toronto, ON, M4W 3E2

VOLVO CAR CORPORATION
Avd 50090, HB3S 405 31
Gothenburg, Sweden

TAKE NOTICE that this Application for Authorization to Institute a Class Action will be presented before the Superior Court, Class Action Division, at the Montréal Courthouse, located at 1 Notre-Dame Street East, Montréal, Québec H2Y 1B6, on a date to be determined by the judge designated to the Class Action Division.

Montreal, October 2, 2026



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C A N A D A

**PROVINCE OF QUEBEC
DISTRICT OF MONTREAL**

N° : 500-06-000079-265

**SUPERIOR COURT OF QUEBEC
(CLASS ACTION)**

7152663 CANADA INC

-and-

LESLIE STEFANI

Applicants

v.

VOLVO CAR CANADA LTD and al.

Defendants

**ATTESTATION OF REGISTRATION
IN THE NATIONAL CLASS ACTION REGISTER**
(Section 55 of the Regulation of the Superior Court of Québec in Civil Matters)

The Applicants, through the undersigned counsel, hereby attest that the Application for Authorization to Institute a Class Action will be entered in the National Class Action Register.

Montreal, October 2, 2026



ML Kaufman LLP

M^e Jack Kermezian

M^e Albert Greenspoon

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Lawyers for the Applicants

O/F: 4966-1

No :

**SUPERIOR COURT OF QUEBEC
(Class Action)
DISTRICT OF MONTREAL**

7152663 CANADA INC., 211 rue Sidney Cunningham,
Beaconsfield, district of Montreal, H9W 6E4;

-and-

LESLIE STEFANI, 211 rue Sidney Cunningham,
Beaconsfield, district of Montreal, H9W 6E4;

Applicants

v.

VOLVO CAR CANADA LTD., 9130 Leslie Street, Suite 101,
Richmond Hill, Ontario, L4B 0B9;

-and-

4093640 CANADA INC. (VOLVO LAVAL), 4560 Boulevard
Robert-Bourassa, in the City of Laval, Quebec, H7E 0A6;

-and-

CANADIAN DEALER LEASE SERVICES INC., 2 Bloor
Street, Suite 700, Toronto, Ontario, M4W 3E2;

-and-

VOLVO CAR CORPORATION, Avd 50090, HB3S 405 31
Gothenburg, Sweden

Defendants

**APPLICATION FOR AUTHORIZATION TO
INSTITUTE A CLASS ACTION
(Sections 574 C.C.P. and following)**

ORIGINAL

O/F : 4966-1

Code : BM 1885

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