

**IF YOU ARE A NATURAL PERSON AND HAVE CONCLUDED A LONG TERM LEASING CONTRACT WITH CLAIREVIEW LEASING AFTER APRIL 18, 2016, THIS CONCERNS YOU.**

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**CANADA  
PROVINCE OF QUEBEC  
DISTRICT DE MONTREAL  
No.: 500-06-000996-195**

***SUPERIOR COURT***  
(CLASS ACTION DIVISION)

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**RÉAL CHARBONNEAU,**

Plaintiff

C.

**CLAIREVIEW LEASING G.P.,**

Defendant

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## **NOTICE TO THE MEMBERS**

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### **PLEASE CIRCULATE TO WHOM IT MAY CONCERN.**

1. TAKE NOTICE that on May 11, 2022, the filing of a class action was authorized by a judgement of the Court of Appeal of Quebec, in favour of persons who are a member of the class described below :  
  
« Any consumer who concluded a long term lease with the Defendant Claireview Leasing G.P. after April 18, 2016 »
2. The Court determined that the class action, which was authorized by the said judgement, should be instituted in the Judicial District of Montreal;
3. The authorization judgment is a preliminary step. The judgment of the Court of Appeal does not determine the merits of the class action and the liability of Claireview Leasing G.P. has not been established at this stage. The defendant will

assert its grounds of defence at trial. After the trial, the Superior Court will decide whether the defendant is liable and whether the class is entitled to any compensation.

4. Réal CHARBONNEAU has been appointed as the representative plaintiff;

The name and the contact information of **the lawyers** for the representative plaintiff and the class are:

**James Reza NAZEM, Esq. and Michaël BARCET, Esq.**

1010 de la Gauchetiere St. W., Suite 950

Montreal (Ville-Marie), Quebec, H3B 2N2

Telephone : (514) 392-0000

Fax : 1 (855) 821-7904

E-mail : [jrnazem@actioncollective.com](mailto:jrnazem@actioncollective.com)

Skype : jrnazem

5. The principal issues in the class action to be dealt with collectively are the following :

- a. Did the defendant breach the Consumer Protection Act because of the general impression given by the financial provisions of the leasing contracts entered into with the Class Members?
- b. Did the defendant breach the Consumer Protection Act by failing to affix to its used automobiles the label required by sections 155 and 156 of the Act?
- c. Did the defendant breach the Consumer Protection Act by requiring, before concluding the leasing contracts involving the Class Members, the payment of a sum exceeding the amount of two periodic payments?
- d. Do the Class Members have the right to obtain the cancellation of the leasing contracts that they entered into with the defendant?
- e. Are the Class Members entitled to reimbursement of the sums they paid to the defendant or, subsidiarily, of any initial deposit paid to the defendant?

6. The conclusions sought in relation to those issues are the following :

**DECLARE** that the Defendant failed to affix a label on every used automobile it offers for long-term lease and/or sale;

**DECLARE** that the defendant breached the Consumer Protection Act by not including in the total of monthly payments in its contracts with members, the sums paid as initial deposit, the amount for the reservation, commissions, taxes in addition to those indicated in the contract and registration fees in the price mentioned;

**CANCEL** the contracts signed with the Defendant upon tender and surrender by the Plaintiff and the Class Members of the automobiles leased and/or sold in the state in which they are;

**CONDEMN** the Defendant to reimburse the Plaintiff and the Class Members all sums paid to the Defendant;

SUBSIDIARILY:

**REDUCE** the Plaintiff and Class Members' obligations;

**CONDEMN** the Defendant to reimburse and pay to the Plaintiff and the Class Members all the initial deposits paid by the Plaintiff and the Class Members to the Defendant;

**ORDER** that the sums granted to the Class Members be subject to collective recovery in accordance with the prescriptions of sections 595 to 598 of the Code of Civil Procedure;

**RENDER** any order that the court may determine and that would be useful to the Class Members;

**THE WHOLE** with the legal costs, including the costs of notice and expertise, if applicable;

7. The class action to be launched by the representative on behalf of the Class Members will consist of a class action in nullity or reduction of obligations and in compensatory damages based on the Consumer Protection Act;
8. Every class member that has not excluded himself/herself from the class in the manner indicated below, will be bound by a judgement to be rendered on the class action;
9. The date after which a class member, who has not excluded himself/herself, can exclude himself/herself has been set at 90 days following the publication of this notice;
10. A class member who has not already filed a personal lawsuit, can exclude himself/herself from the class by informing the clerk of the Superior Court for the District of Montreal, by mail, before the time limit for doing so has expired;
11. Any class member who has already filed a lawsuit having the same subject matter as the class action will be deemed to have opted out if he/she does not discontinue the lawsuit before the time limit for opting out has expired;

12. No class member other than the representative plaintiff or an intervenor may be required to pay legal costs arising from the class action;
13. A class member may intervene in the class action if the court considers it useful to the class action. An intervening member is required to submit himself/herself to a pre-trial examination upon the defendant's request. No class member other than the representative plaintiff or an intervenor may be required to be submitted to a pre-trial examination except with leave of court, if it considers it useful.
14. To be a class member :

**If you wish to be included in the class action, you don't have to do anything.** In fact, the judgement to be rendered in the class action will be binding upon all class members who have not opted out.

If you wish **to opt out** of the class action, you have to inform so the clerk of the Superior Court for the district of Montreal, by mail at:

1 Notre Dame Street E.  
Montreal, Quebec, H2Y 1B6  
Canada

RE : **Réal CHARBONNEAU c. LOCATION CLAIREVIEW S.E.N.C.**  
Court file number: 500-06-000996-195

Such a notice should be transmitted **at the latest 90 days after the publication of this notice.**

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**(CLASS ACTION DIVISION)**

**No:** 500-06-000996-195

**Court:** Superior

**District :** of Montreal

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**RÉAL CHARBONNEAU,**

Plaintiff

**v.**

**CLAIREVIEW LEASING, G.P.,**

Defendant

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***NOTICE TO THE MEMBERS***

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**ORIGINAL**

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**James Reza Nazem/ Michaël Barcet**

PLAINTIFF'S ATTORNEYS

1010 de la Gauchetiere W., Suite 950

Montral, Qubec, H3B 2N2

Telephone: (514) 392-0000

Toll free fax: 1 (855) 821-7904

E-mail: [jrnazem@actioncollective.com](mailto:jrnazem@actioncollective.com)

O/f: 1903JN3674

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