

CANADA
PROVINCE OF QUEBEC
DISTRICT OF MONTREAL

SUPERIOR COURT OF QUEBEC
(CLASS ACTION)

No.:

B [REDACTED] S [REDACTED], residing and domiciled at
[REDACTED]
[REDACTED] Province of Quebec, [REDACTED].

Plaintiff

vs.

NISSAN CANADA INC., a legal person duly constituted according to the Law having its elected domicile at 3700-1 Place Ville-Marie, District of Montreal, Province of Quebec, H3B 3P4, and its head office at 5290 Orbitor Drive, Mississauga, Province of Ontario, L4W 4Z5

-and-

NISSAN NORTH AMERICA, INC., a legal person duly constituted according to the Law having its head office at One Nissan Way, Franklin, Tennessee, 37067, U.S.A., with its registered agent, Corporation Service Company, located at 251 Little Falls Drive, Wilmington, Delaware 19808, U.S.A.

Defendants

APPLICATION FOR AUTHORIZATION TO INSTITUTE A CLASS ACTION
(Articles 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, THE PLAINTIFF STATES THE
FOLLOWING:**

Parties:

1. Plaintiff wishes to institute a class action on behalf of the following Class of which Plaintiff is a member:

<p>Class:</p> <p>All persons in Quebec who own, purchased, lease and/or leased one or more of the Subject Vehicles, namely the 2019–2022 Nissan Leaf vehicles equipped with a Level 3 quick charging port (CHAdEMO);</p> <p>or any other Group(s) or Sub-Group(s) to be determined by the Court.</p>	<p>Groupe:</p> <p>Toutes les personnes au Québec qui possèdent, ont acheté, louent, et/ou ont loué un ou plusieurs des véhicules en cause, à savoir les véhicules Nissan Leaf 2019-2022 équipés d'un port de recharge rapide de niveau 3 (CHAdEMO);</p> <p>ou tout autre groupe ou sous-groupe à déterminer par le Tribunal.</p>
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(hereinafter referred to as the “**Plaintiff(s)**”, the “**Class Member(s)**”, the “**Class**”, the “**Group Member(s)**”, the “**Group**”, the “**consumer(s)**”).

2. Plaintiff is a consumer within the meaning of Quebec’s *Consumer Protection Act*, CQLR, c. P-40.1 (“**CPA**”);
3. Plaintiff communicates herewith a copy of the *Registraire des entreprises du Québec (REQ)* report on Defendant Nissan Canada Inc. (hereinafter “**Nissan Canada**”), as **Exhibit P-1**. As appears from Exhibit P-1, Nissan Canada’s majority shareholder (with over 75% of the voting and participating shares) is Nissan Motor Co. Ltd., a company duly incorporated pursuant to the laws of Japan, with its head office located at 1-1, Takashima 1-chome, Nishi-ku, Yokohama-shi, Kanagawa 220-8686, Japan (hereinafter “**Nissan Japan**”).
4. Defendant Nissan North America, Inc. (hereinafter “**Nissan USA**”) is the North American headquarters for the global Nissan group of entities, and is a wholly owned subsidiary of Nissan Japan. Nissan USA (together with Nissan Canada and Nissan Japan) manufactures and sells *inter alia* Nissan branded vehicles through a network of dealers in the United States and in Canada. Plaintiff communicates extracts from the Nissan-global.com website, as **Exhibit P-2**.

5. The Defendants together with Nissan Japan will sometimes collectively be referred to as “**Nissan**” hereinbelow.
6. At all material times to the cause of action herein, Defendants (including together with other parent or affiliated companies in the global Nissan group of entities) shared the common purpose of, *inter alia*, engineering, designing, developing, manufacturing, testing, assembling, marketing, advertising, distributing, supplying, warranting, selling, and/or leasing the Subject Vehicles, as defined below, in the Province of Quebec. Further, the business and interests of the Defendants are interwoven with that of the other, such that each is the agent of the other.

Overview:

7. This proposed automotive defect class proceeding involves 2019-2022 Nissan Leaf Electric Vehicles (“**EVs**”) (the “**Subject Vehicles**”) engineered, designed, developed, manufactured, assembled, tested, marketed, distributed, supplied, sold and/or leased by Nissan in the Province of Quebec, equipped with a defective high-voltage traction lithium-ion battery that is prone to overheating and short-circuiting, particularly during Level 3 Direct Current (DC) fast charging via the CHAdeMO¹ connector, resulting in potential melting of charging components, electrical damage, and fire (hereinafter the “**Battery Defect**”).
8. Although minor variations exist between model years or optional configurations of the Subject Vehicles, such as differences in range, onboard charging capabilities, and/or battery size, these differences are limited and do not alter the fundamental design and architecture of the battery system, or its susceptibility to the Battery Defect.
9. Accordingly, all Subject Vehicles share common design, engineering, development, and manufacturing decisions regarding the high-voltage battery, resulting in

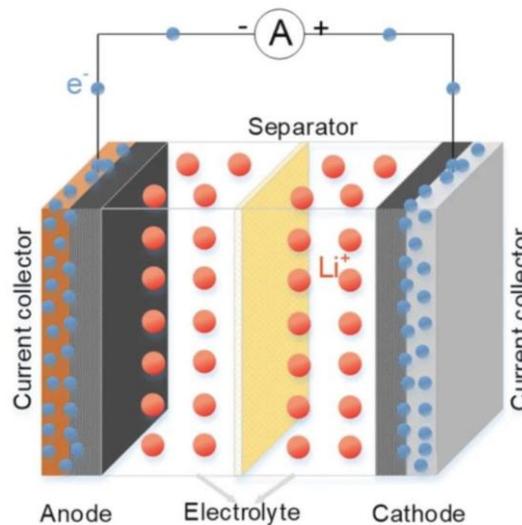
¹ “CHAdeMO” is an abbreviation for “CHArge de MOve”, equivalent to “charge for moving” and is a pun for “O cha demo ikaga desuka” in Japanese, meaning “Let’s have a tea while charging” in English. This name and pun for the Subject Vehicle’s charging port is a clear reference and representation made by Nissan as concerning the short period of time it should take in order to charge the battery of these vehicles (i.e. the time it takes to have a cup of tea).

substantially similar safety risks and operational failures., and thereby posing a real, substantial, and imminent risk of harm and/or injury to vehicle occupants, others on the road, and/or property damage, and diminishing the value, reliability, and safety of the Subject Vehicles.

The Battery Defect:

10. In EVs, the high-voltage battery is the primary component responsible for storing chemical energy and converting it into electrical energy to power the drive motor and propel the vehicle. The high-voltage battery also supplies power to various vehicle systems when the vehicle is not in operation, including security systems, onboard computers, and diagnostic modules.
11. Most EVs utilize lithium-ion battery technology as lithium-ion cells provide high energy density and long cycle life, allowing substantial energy storage within a relatively compact battery pack and enabling repeated charge and discharge cycles over time.
12. However, lithium-ion batteries also present known safety risks. As these batteries store significant amounts of energy in a confined space, any manufacturing defect or internal failure—such as conditions that promote lithium plating, separator damage, swelling of the battery cells, or internal short circuits—can result in rapid heat generation and thermal runaway, creating a risk of fire or explosion.
13. The Battery Defect in the Subject Vehicles is physical and structural in nature, stemming from defects in manufacture and workmanship within the battery cells. As such, it cannot be remedied by software updates, including the over-the-air update implemented in the Defendants' purported recalls, as explained in detail below.

14. Each battery contains two electrodes, an anode and a cathode, separated by a thin separator and immersed in an electrolyte solution, as illustrated in the figure below. The anode and cathode are intended to maintain precise separation and operate within defined electrochemical parameters.



15. The Battery Defect stems from the formation of excessive lithium deposits on the battery's anode, which contributes to the unstable development of a byproduct known as the solid electrolyte interphase (“SEI”). Unstable SEI formation can lead to the growth of lithium dendrites, which are microscopic, tree-like, or needle-shaped metallic structures that grow from the anode inside lithium-ion batteries during charging, driven by uneven lithium deposition, that can cause swelling of the battery cells and/or compromise the separator between the anode and cathode. These conditions increase internal electrical resistance and can lead to internal heating or short-circuiting, particularly during Level 3 DC fast charging.
16. A well-formed, stable SEI is critical for a long battery lifespan and high efficiency. If the SEI is unstable, the Battery Defect manifests, in part, through lithium plating, which occurs when lithium ions (Li⁺) reduce to metallic lithium on the anode surface instead of intercalating (inserting) into the anode material (typically graphite).

17. **Mechanisms** contributing to the Battery Defect in the Subject Vehicles include, *inter alia*:

- a) Transport and Reduction: During charging, lithium ions move from the cathode through the electrolyte to the anode. When charging conditions exceed intercalation capacity of the anode, excess lithium ions are reduced on the anode surface, forming metallic lithium deposits in the form of dendrites.
- b) Unstable SEI Layers: The SEI is a passivation layer that naturally forms on the anode. Manufacturing defects can produce brittle or uneven SEI layers that crack under normal charging cycles, exposing fresh anode surfaces to further lithium deposition.
- c) Dendrite Formation: Uneven lithium deposition promotes needle-like or mossy structures, called dendrites, that can pierce the separator and create internal short circuits and/or electric arcing.

18. **Factors** that exacerbate the Battery Defect in the Subject Vehicles include:

- a) Rapid Charging: High current charging rates accelerate lithium plating by exceeding the anode's intercalation capacity.
- b) Low Temperatures: Cold conditions slow lithium-ion diffusion, increasing the likelihood of surface plating.
- c) Overcharging: Excessive voltage forces lithium onto the anode surface, contributing to plating and dendrite formation.
- d) Anode-to-Cathode Capacity Imbalances: Manufacturing deviations in the relative capacities of anode and cathode materials increase the likelihood of lithium accumulation on the anode surface.

19. The **consequences** of unstable SEI layers, lithium plating and dendrite formation include, but are not limited to:

- a) Safety Hazards: Dendrites can penetrate the separator, causing internal short circuits, rapid heat generation, thermal runaway, and potential fire or explosion, even while the vehicle is parked or not in operation.
 - b) Capacity Loss: Irreversible lithium deposition reduces the battery's total energy storage capacity.
 - c) Increased Internal Resistance: Continued formation of lithium plating and unstable SEI layers increases impedance, negatively affecting battery performance and reliability.
 - d) Swelling of the Cells: unstable SEI layers can lead to decomposition of the electrolyte, a process known as outgassing, accelerating gas production, which become trapped inside the cell's sealed pouch causing swelling.
20. The foregoing technical description is pleaded in order to demonstrate and explain the nature of the Battery Defect at this authorization stage. The precise electrochemical mechanisms and their relative contribution are matters for expert evidence at the merits stage of course.
21. The Battery Defect is latent, may occur without warning, and poses real, substantial, and imminent safety risks to vehicle occupants, nearby persons, property, and the Subject Vehicles themselves. The defect is inherent to the manufacture of the high-voltage battery installed in the Subject Vehicles and cannot be remedied by software updates, warnings, or operational restrictions.
22. The Defendants' purported remedy for the Battery Defect is a software update that monitors high-voltage battery operating conditions, including the battery's state of charge and potential thermal events. The software update, which is still in development, is only offered to a select "focus group," and is not available to all owners and lessees of the Subject Vehicles, does not remedy or fix the Battery Defect. Rather, the update is intended only to detect certain hazardous battery operating conditions and, in some circumstances, may disable vehicle operation to

prevent a thermal event.

23. The Defendants have simply instructed the Plaintiff and Class Members not to use Level 3 DC fast charging until the recall remedy is completed.
24. The software update does not remedy the underlying defect, and the Battery Defect deprives the Plaintiff and Class Members of a key feature of the Subject Vehicles, namely Level 3 DC fast charging for which they paid and bargained for. The only adequate remedy is the replacement of the defective high-voltage battery with a non-defective unit, or a repurchase of the Subject Vehicles.

The Defendants' EV technology

25. Nissan Japan is a pioneer in automotive manufacturing and engages in extensive research and development of their manufacturing processes, and the technology and materials used to produce innovative and environmentally friendly vehicles.
26. One such initiative has been Nissan's development of their EVs, which began in 2010 with the production of the first-generation Nissan Leaf, the first fully electric mass-market vehicle, the whole as more fully appears from the December 4, 2020 "Story" entitled "A decade of innovation – the LEAF's incredible journey - How Nissan's ever-evolving electric car spearheaded the world's transition to sustainable mobility", published on Nissan's global website at: <https://www.nissan-global.com/EN/STORIES/RELEASES/nissan-leaf-10years/>, a copy of which is communicated herewith as **Exhibit P-3**.
27. Two years after introducing the first-generation Nissan Leaf, Nissan unveiled a system that allows consumers to share power between their homes and their vehicles, known as the Vehicle-to-Home (V2H) system. The V2H system enables Nissan Leaf owners to store energy in the vehicle's high-voltage battery and feed that energy back to their homes when required (Exhibit P-3).
28. Nissan Japan continued development of the Nissan Leaf lineup with the introduction

of the second-generation Nissan Leaf, including the Subject Vehicles².

29. In a press release dated September 6, 2017, regarding the second-generation Nissan Leaf, Nissan Japan, states:

The Nissan LEAF has been completely reinvented, combining greater range with a dynamic new design and advanced technologies*, representing Nissan's technological leadership.

The new Nissan LEAF sets a new standard in the growing market for mainstream electric cars by offering customers greater range, advanced technologies* and a dynamic new design.

30. By approximately 2019, Nissan had sold more than 400,000 Nissan Leaf vehicles globally (Exhibit P-3).
31. The second-generation Nissan Leaf was introduced in September 2017, with production commencing for the 2018 model year, and became available for sale in North America in January 2018 (Exhibit P-3).
32. The second-generation Nissan Leaf featured a new electric powertrain with extended driving range compared to the first-generation model and was equipped with a new lithium-ion battery system (Exhibit P-3).
33. The Subject Vehicles, which consists of the second-generation Nissan Leaf vehicles of 2019-2022 model years sold and/or leased in the Province of Quebec, were manufactured and/or assembled at the Defendant Nissan USA's manufacturing facility located in Smyrna, Tennessee, United States of America.
34. The Subject Vehicles came equipped with either a 40 kilowatt-hour ("kWh") or 62 kWh lithium-ion battery pack.
35. The 40 kWh and 62 kWh battery packs used in the Subject Vehicles are similar in design, architecture, and chemistry, differing primarily in the number of cells

² And subsequently announced a third-generation Nissan Leaf commencing with the 2026 model year.

contained within the battery pack.

36. These battery packs were supplied by Automotive Energy Supply Corporation (“**AESC**”), a manufacturer of lithium-ion batteries for EVs.
37. AESC was established in 2007 as a joint venture between the Nissan Japan and TOKIN corporation, a Japanese electrical and electronic industrial and automotive parts manufacturing company.
38. As of June 2025, Nissan Japan has introduced the third-generation Nissan Leaf, which features a new liquid-cooled lithium-ion battery pack.

The Defendants’ Knowledge and Concealment of the Battery Defect

39. At all relevant times, the Defendants knew, or ought to have known, about the Battery Defect as evidenced by, *inter alia*:
 - a) consumer complaints lodged with American and Canadian government vehicle safety regulators, including the United States National Highway Traffic Safety Administration (the “**NHTSA**”), Transport Canada, and elsewhere online;
 - b) warranty claims, part sales, consumer complaints, and vehicle repurchase requests lodged with the Defendants directly;
 - c) safety recall campaigns issued by the Defendants relating to the Battery Defect; and
 - d) the Defendants own pre-sale durability testing of the Subject Vehicles.
40. The Defendants have exclusive knowledge of, and have been in exclusive possession of, facts and/or information pertaining to the Battery Defect, which were material to the Plaintiff and Class Members, who could not have reasonably known of the Battery Defect. Under the circumstances, the Defendants had an affirmative duty to disclose the Battery Defect at the point of sale and/or lease of the Subject Vehicles to putative Class Members and consumers.

41. Despite that knowledge and duty, the Defendants have repeatedly failed to disclose and actively concealed the Battery Defect from Class Members and consumers and continued to market and represent the Subject Vehicles as safe, durable, and reliable vehicles.
42. In engineering, designing, developing, manufacturing, assembling, testing, marketing, distributing, supplying, leasing and/or selling the Subject Vehicles, the Defendants have engaged in unfair, deceptive, and/or misleading consumer practices, and further have breached their express warranties.
43. The Plaintiff and Class Members expected that the Defendants would disclose, and not actively conceal, material facts about the existence of any defect that will result in expensive and non-ordinary repairs. The Defendants failed to do so.
44. Accordingly, and based on information already in its possession and/or through its pre-marketing testing process, Nissan learned (or should have learned) that the Subject Vehicles suffered from the Battery Defect.
45. Despite knowing about these dangerous Battery Defect in the Subject Vehicles, Nissan proceeded to market and sell the Subject Vehicles to the Canadian market without informing the consuming public about the Battery Defect in the charging system. To the contrary, Nissan falsely advertised that the Subject Vehicles were designed so that they could be quickly charged at Level 3 charging stations so that drivers could *inter alia* complete long drives (road trips) without having to wait hours to re-charge the battery.
46. As a result of the Battery Defect, Plaintiff and all Class Members have been wrongfully deprived of the ability to use Level 3 charging, thus depriving them of a significant component of the value of the Subject Vehicles, including without limitation the ability to complete long trips that require the charging of the vehicle.
47. All the Subject Vehicles models, including those equipped with the standard 40 kWh battery and those equipped with the higher-capacity 62 kWh battery, are affected by the same latent and dangerous Battery Defect.

48. The Class Members are not only unable to take long trips but also suffer significant loss of value when they trade-in and/or re-sell their Subject Vehicles, due to the defects affecting said Subject Vehicles. Indeed, the resale value of the Subject Vehicles has already been greatly diminished due to the Battery Defect and ineffective recalls by Nissan.
49. By making false, fraudulent, and misleading statements to the Plaintiff and Class Members, Defendants made substantial profits and deceived thousands of Class Members, including the Plaintiff, who purchased or leased the Subject Vehicles under the false belief that they could quickly charge their vehicles at Level 3 fast charging stations. The Plaintiff's and the Class Members' consent when purchasing or leasing the Subject Vehicles was therefore vitiated.
50. The Plaintiff and Class Members have been misled, induced, and defrauded into spending money and thus harmed by Defendants' fraudulent misrepresentations, false advertising, and unfair, unlawful and fraudulent business practices.

The warranties provided by the Defendants

51. The Defendants provide warranties directly to the Plaintiff and Class Members for the Subject Vehicles.
52. Nissan Canada provides warranties for the Subject Vehicles that cover repairs including parts and labor, to correct any defect in materials or workmanship.
53. In particular, Nissan Canada, provides the New Vehicle Limited Warranty, including:

BASIC WARRANTY

This warranty covers any repairs needed to correct defects in materials or workmanship of all parts and components of each new Nissan vehicle supplied by Nissan subject to the exclusions listed under the heading "WHAT IS NOT COVERED" or, if the part is covered by one of the separate coverages described in the following sections of this warranty, that specific coverage applies instead of the basic coverage.

POWERTRAIN WARRANTY

The duration of POWERTRAIN Warranty is 60 months or 100,000 kilometres (whichever comes first). This warranty covers any repairs needed to correct defects in materials or workmanship. Powertrain coverage applies to the components listed below, supplied by Nissan, except for exclusions or items elsewhere under the caption "Limitations" and "What is Not Covered".

WHAT IS COVERED

Drive Train Drive shafts, final drive housing and all internal parts, universal joints, bearings, seals and gaskets.

Electric Vehicle (EV) System Coverage

The EV System coverage period is 60 months or 100,000 kilometres, whichever come first. This warranty covers any repairs needed to correct defects in materials or workmanship.

EV System Coverage applies to components listed below under the heading EV System, supplied by Nissan, subject to the exclusions listed under the heading WHAT IS NOT COVERED.

EV System

Motor, Inverter unit, VCM, Reduction gear, DC/DC converter, Onboard charger, Onboard charger connector, and Trickle charge cable.

Lithium-ion Battery Coverage

The Lithium-Ion coverage period is 96 months or 160,000 kilometres, whichever comes first. This warranty covers any repairs needed to correct defects in materials or workmanship subject to the exclusions listed under the heading WHAT IS NOT COVERED. This warranty period is 96 months or 160,000 kilometres, whichever comes first.

Lithium-ion Battery Capacity Coverage

In addition to the Lithium-Ion Battery Coverage for defects in materials or workmanship, the Lithium-Ion battery is also

warranted against capacity loss below nine bars of capacity as shown on the vehicle's battery capacity level gauge for 96 months or 160,000 kilometers for vehicles equipped with the battery, whichever comes first.

The whole as more fully appears from the 2020 LEAF® WARRANTY INFORMATION BOOKLET FOR CANADIAN MODELS, a copy of which is communicated herewith as **Exhibit P-4**.

54. The warranty terms became part of the basis of the bargain when the Plaintiff and Class Members purchased and/or leased their Subject Vehicles.

The Nissan Leaf Ineffective Recalls

55. Beginning no later than 2023, Nissan USA initiated and expanded a series of safety recalls filed with NHTSA concerning the high-voltage battery installed in the Subject Vehicles.
56. In recall documentation submitted to NHTSA, Nissan USA outlined and admitted the chronology of certain thermal incidents involving the high-voltage batteries in certain Nissan Leaf vehicles.
57. As more fully detailed below, in 2024, Nissan started advising owners of the Subject Vehicles to avoid Level 3 fast charging until a “software fix” was implemented.
58. Almost 2 years later, Nissan has not provided any such fix. Even worse, Nissan has at all times known that the Battery Defect at issue are not something that can be remedied by a “software fix”.
59. Nissan charges over \$15,000 in parts and labor, plus applicable taxes (depending on the specific battery size of 40 kWh or 62 kWh) for replacing the battery pack on a 2019 to 2022 Nissan Leaf.
60. Instead of properly recalling the Subject Vehicle and replacing the defective battery packs with non-defective battery packs (and other related parts), Nissan decided to announce a series of ineffective recalls which only end up further damaging the Class Members and which do not remedy the Battery Defect.

Nissan Recall R24B2:

61. On or about September 19, 2024, Nissan announced its Nissan **Recall R24B2** in both Canada and the USA.
62. As such, and as appears from the Transport Canada recall No. 2024-542 regarding the 2019–2020 Nissan Leaf vehicles (6,188 units affected in Canada regarding this Nissan Recall R24B2), a copy of which is communicated herewith as **Exhibit P-5**, the existence of the Battery Defect is confirmed as follows:

“Issue:

On certain vehicles, the high-voltage battery could overheat while using level 3 quick charging. As a result, the battery could create smoke or heat, which can melt or damage the battery and nearby parts.

Safety Risk:

A battery that overheats can create a fire risk.

Corrective Actions:

To reduce the safety risk, Nissan recommends not to use the level 3 quick charging until the recall repairs have been completed. Nissan will notify owners by mail and advise you to take your vehicle to a dealership to update the vehicle software.”

63. That same day of September 19, 2024, the US National Highway Traffic Safety Administration (hereinafter the **“NHTSA”**) issued the equivalent NHTSA Recall No. 24V-700 also regarding 2019–2020 Nissan Leaf vehicles (23,887 units affected in the USA regarding this Nissan Recall R24B2), a copy of which together with other relevant documents also posted on the NHTSA website in relation to said recall are communicated herewith, as **Exhibit P-6, en liasse**. This NHTSA Recall 24V-700 *inter alia* also confirms the existence of the Battery Defect as follows:

“Description of the Defect:

Nissan is continuing to investigate this issue. Preliminarily, Nissan has determined the lithium-ion battery in affected vehicles may experience excessive lithium deposits within battery cells, increasing the electrical resistance and potentially causing a

fluctuation in the state of charge.”

“Description of the Safety Risk:

While the vehicle is Level 3 quick charging, the increased electrical resistance could result in rapid heating of the battery. If quick charging continues, a battery fire may occur increasing the risk of injury.”

“Identification of Any Warning that can Occur:

During Level 3 quick charging, he (sic) customer may notice smoke, noise, interrupted charging, or thermal odors coming from the vehicle's battery.”

“Description of Remedy Program:

Nissan will issue an Interim Owner Letter instructing customers not to use Level 3 quick charging until the remedy is completed. Nissan is developing a software reprogram to prevent progression to thermal incident. The remedy is currently expected to be available in November 2024.”

64. Accordingly, in both Canada and the USA, Nissan issued its Recall R24B2 instructing the owners / lessees of the Subject Vehicles not to use Level 3 quick charging until a presumably adequate software remedy is created and applied.
65. As mentioned above, the Battery Defect affecting the Subject Vehicles cannot be resolved by way of mere software “update” or “software reprogram”.
66. Indeed, Nissan has been unable to resolve the Battery Defect further to this Recall R24B2.

Nissan Recall R25C8:

67. On or about October 1, 2025, Nissan announced its Nissan Recall R25C8 in both Canada and the USA.
68. Accordingly, and for over one (1) year following the issuance of its first Nissan Recall R24B2, Nissan was unable to remedy the Battery Defect by way of its so-called

“software reprogram”. Instead, Nissan expanded the recall and included additional Model Years of the Nissan Leaf by issuing its Nissan Recall R25C8 on October 1, 2025.

69. As such, and as appears from the Transport Canada recall No. 2025-523 regarding the 2021–2022 Nissan Leaf vehicles (1,355 additional units affected in Canada regarding this Nissan Recall R25C8), a copy of which is communicated herewith as **Exhibit P-7**, the existence of the Battery Defect is once again confirmed as follows:

“Issue:

On certain vehicles, the high-voltage battery could overheat while using level 3 quick charging. As a result, the battery could create smoke or heat, which can melt or damage the battery and nearby parts.

Note: This recall is an expansion of Transport Canada recall 2024-542.

Safety Risk:

A battery that overheats can create a fire risk.

Corrective Actions:

To reduce the safety risk, Nissan recommends not to use the level 3 quick charging until the recall repairs have been completed. Nissan will notify owners by mail and advise you to take your vehicle to a dealership to update the vehicle software.”

(Emphasis added)

70. As cited above, this Transport Canada recall No. 2025-523 specifically confirms that it is “an expansion of Transport Canada recall 2024-542”, therefore confirm that the first recall in question was ineffective and did not include all affected Subject Vehicle models and model years.
71. That same day of October 1, 2025, the NHTSA issued the equivalent recall No. 25V655 also regarding 2021-2022 Nissan Leaf vehicles (19,077 additional units affected in the USA regarding this Nissan Recall R25C8), a copy of which together with other relevant documents also posted on the NHTSA website in relation to said

recall are communicated herewith, as **Exhibit P-8, en liasse**. This NHTSA Recall 25V655 *inter alia* confirms the existence and extent of the Battery Defect as follows:

“Description of the defect or noncompliance:

Nissan has determined the lithium-ion battery in affected vehicles may experience excessive lithium deposits within battery cells, increasing the electrical resistance and potentially causing a fluctuation in the state of charge.”

“Description of the safety risk, including crash, fire, death, injury:

While the vehicle is Level 3 quick charging, the increased electrical resistance could result in rapid heating of the battery. If quick charging continues, a battery fire may occur increasing the risk of injury.”

Description of the cause:

Identification of any warning that can occur:

There is no preceding warning to the customer”

“Description of remedy program:

Nissan is preparing the remedy software that will prevent progression to thermal incident. Once the remedy software is ready for deployment, owners of all potentially affected vehicles will be notified with an Invitation to Repair Owner Letter and further instructions.”

72. We note that under the heading of “Description of Cause” (cited above), there is no answer or description provided by the NHTSA in its recall 25V-655.
73. In addition, we note that under the heading of “Identification of warning that can occur” (cited above), the NHTSA recall 25V-655 specifically states that “There is no preceding warning to the customer”, which confirms that the risks of fire and injury (also confirmed in said recall) can occur spontaneously and without warning, which is even more egregious and dangerous for the Class Members (and public at large).

74. However, Nissan has nonetheless continued to fail and refuse to recall and properly repair the Subject Vehicles with non-defective parts (the battery pack for instance) and has simply expanded its first ineffective recall from over a year prior and simply promised a software update once again (“remedy software”).
75. As was done over a year prior in the context of Nissan Recall R24B2, and once again in both Canada and the USA, Nissan issued its Recall R25C8 instructing the owners / lessees of the expanded list of Subject Vehicles not to use Level 3 quick charging until a presumably adequate software remedy is created and applied.
76. As also mentioned above, the Battery Defect affecting the Subject Vehicles cannot be resolved by way of mere software “update” or “software reprogram”.
77. Indeed, Nissan has been unable to resolve the Battery Defect further to this second Recall R25C8. As mentioned above, the purported software remedy, which is still in development, is only offered to a select “focus group,” and is not available to all owners and lessees of the Subject Vehicles
78. Despite these Nissan “recalls” which have indeed neither properly recalled the Subject Vehicles nor repaired them, Plaintiff and Class Members have suffered damages including without limitation loss of the essential use and value of Level 3 fast charging (a core attribute of the Subject Vehicles), increased charging time and operating costs, diminished resale value for their Subject Vehicle, stress, fear, anxiety, loss of time and inconvenience.
79. Nissan marketed the Subject Vehicles as safe, reliable, and high performing vehicles, which can be used on long road trips and which can in all cases be quickly recharged using Level 3 fast charging.
80. The Battery Defect does not only put Plaintiff and Class Members in danger, as detailed herein, it has also deprived these consumers of the proper and normal use of their vehicles and of the very quick charging efficiency and other benefits Nissan touted.

81. Despite knowing of the serious safety risks from the Battery Defect, Nissan sold and leased the Subject Vehicles to Plaintiff and Class Members without disclosing the Battery Defect, and it still has not yet addressed the root cause of the Battery Defect, nor has Nissan bought back the Subject Vehicles from the Class Members.
82. Plaintiff brings this class action on behalf of herself and the Class Members to hold Nissan accountable for its defective products and the damages these consumers, owners or lessees have incurred as a result, including without limitation the decrease in value of the vehicle, transportation costs, parking charges, parking tickets, towing costs, repair costs, aggravation, inconvenience, fear, stress, loss of time, etc.
83. The Battery Defect expose Plaintiff and Class Members, as well as the public at large, to an unreasonable risk of injury, death and/or property damage from Subject Vehicles that can catch fire while driving or, more commonly, while parked and charging.
84. The serious danger from the Battery Defect is real and ongoing.
85. The Plaintiff communicates herewith, as though recited at length herein for the purposes of further fulfilling the burden to demonstrate an arguable case pursuant to Article 575 C.C.P., the First Amended Class Action Complaint filed on October 27, 2025 before the United States District Court for the Central District of California, in the file of *Proudfoot et al v. Nissan North America, Inc.* bearing case number 2:25-cv-09115, as **Exhibit P-9** (the “**US Class Action**”).
86. Notwithstanding its longstanding knowledge (or presumed knowledge) of the Battery Defect, Nissan has intentionally refused and failed to buy back the Subject Vehicles and Nissan is still unable to properly remedy the Battery Defect affecting the Plaintiff’s and the other Class Members’s Subject Vehicles, which Battery Defect renders said vehicles unsafe, dangerous and more expensive to operate.
87. The Subject Vehicles are a “seriously defective automobiles” pursuant to the statutory definition provided for at Section 53.1 of the CPA. As such, the Subject Vehicles are deemed to be afflicted with a latent defect.

88. Indeed and as such, the Subject Vehicles are lemons.
89. Plaintiff further invokes and relies upon the following legislative provisions (on her behalf and/or on behalf of the Class Members):
- Sections 37-42, 53, 53.1, 54, 215, 216, 218-221, 228, 261, 270 and 272 of the Consumer Protection Act, R.S.Q., c. P-40.1 (the “**CPA**”);
 - Articles 1457, 1458, 1465, 1468, 1469, 1726, 1728-1730 of the Civil Code of Quebec, chapter CCQ-1991 (the “**CCQ**”);
 - Sections 6 and 49 of the Quebec Charter of human rights and freedoms, chapter C-12 (the “**Quebec Charter**”);
90. Defendants, as manufacturer and distributor of the Subject Vehicles, are solidarily and directly liable towards Plaintiff and the Class Members.
91. The Quebec CPA is a matter of protective public order.
92. As a professional seller, Nissan has presumed and has actual knowledge of the Battery Defect in their Subject Vehicles;
93. The Battery Defect have and will further decrease the resale value of the Subject Vehicles, as mentioned above.
94. Nissan presently cannot repair the Plaintiff’s and the Class Members’ Subject Vehicles, which remain unsafe and cannot be used as the Plaintiff and the Class Members bargained for.
95. In addition, Nissan has failed to develop and announce proper recalls regarding the Subject Vehicles in this regard.
96. In Canada, motor vehicle safety standards are governed by the *Motor Vehicle Safety Act*, S.C. 1993, c.16 (“**MVSA**”) and the *Motor Vehicle Safety Regulations*, C.R.C., c. 1038 (“**Regulations**”).
97. The Minister of Transport has the power and authority to verify that companies and

persons comply with the *MVSA*, *Regulations* and vehicle safety standards.

98. Transport Canada is delegated the authority to oversee the *MVSA* and *Regulations*.
99. In the United States, the NHTSA oversees, *inter alia*, vehicle safety standards, such as the *Federal Motor Vehicle Safety Standard* (“**FMVSS**”).
100. Increasingly, the general approach to setting vehicle safety standards in Canada is to harmonize or analogize them with the *FMVSS* in the United States as much as possible. As such, vehicles designed or manufactured in the United States that comply with *FMVSS* may be imported and sold in Canada pursuant to the requirements of the *MVSA* and *Regulations*.
101. The Subject Vehicles are indeed manufactured and/or assembled at Nissan USA's manufacturing plant located in Smyrna, Tennessee, USA.
102. Vehicle manufacturers are required to file a report with Transport Canada and NHTSA within five days of identifying any safety related defects in their vehicles pursuant to the *MVSA* and *FMVSS*. The initial report is required to identify all vehicles potentially containing the defect and include a description of the manufacturer's basis for its determination of the recall population and a description of how the vehicles or items of equipment to be recalled differ from similar vehicles or items of equipment that the manufacturer has not included in the recall. Additionally, the report must contain a “description of the defect” and identify and describe the risk to motor vehicle safety reasonably related to the defect.
103. The purpose of these government regulations is to facilitate the notification of owners of defective and noncomplying motor vehicles, and the remedy of such defects and noncompliance, by equitably apportioning the responsibility for safety-related defects and noncompliance with *MVSA* and *FMVSS* among vehicle manufacturers.
104. The Defendants have failed and/or neglected to comply with their mandatory obligations under the *MVSA* and *Regulations* to provide the Class Members with an

adequate remedy or fix for the Battery Defect in the Subject Vehicles.

105. As such, Class Members are left to drive vehicles that pose a real, substantial and imminent risk of harm, injury and/or death.

FACTS GIVING RISE TO AN INDIVIDUAL ACTION BY THE PLAINTIFF

106. On January 29, 2020, Plaintiff purchased a new 2020 Nissan Leaf SV Plus from Spinelli Nissan, 345 Boulevard Brunswick, Pointe-Claire, Quebec, for a total price of **\$51,966.95** (after discount), plus applicable taxes, the whole as more fully appears from the Sale Contract communicated herewith as **Exhibit P-10**.

107. Plaintiff's Subject Vehicle is indeed equipped with a Level 3 quick charging port (CHAdeMO), a feature that was material to her decision to purchase the vehicle.

108. Plaintiff purchased her vehicle, *inter alia*, because of its advertised ability to use Level 3 (DC fast charging) stations via the CHAdeMO port, which she understood would allow her to quickly recharge the battery during longer trips for business and personal purposes, including travel between Quebec and the United States to visit family. Plaintiff had previously owned a Smart electric vehicle (a 2014 Smart Fortwo Electric Drive) which lacked Level 3 charging capability and had only a 140 km range — limitations that led her specifically to upgrade to the Nissan Leaf Subject Vehicle.

109. Plaintiff would not have purchased the Subject Vehicle, or would not have paid the price paid, had she been made aware of the Battery Defect, or had she been made aware of the fact that she would not be able to use Level 3 fast charging.

110. In the months following her purchase, Plaintiff primarily charged the Subject Vehicle at home and rarely used Level 3 quick charging, as she does not have a long daily commute.

111. However, beginning in 2021 and thereafter, as pandemic-related restrictions lifted, Plaintiff began taking longer trips for business and personal purposes — including drives to Ottawa and trips to the United States — which required the use of Level 3 quick charging stations, a core feature of the Subject Vehicle for which she had

bargained.

112. In or around October 2024, the Plaintiff received the first owner notification letter from Defendant Nissan Canada, advising her of Transport Canada Recall No. 2024-542 and the associated manufacturer Recall R24B2, warning that certain Nissan Leaf vehicles were equipped with a high-voltage battery that could overheat during Level 3 DC fast charging. Plaintiff did not retain a copy of said notification letter (Defendants being summoned to communicate a copy of same).
113. As an interim measure, the Defendant, Nissan Canada, advised owners and lessees of the Subject Vehicles, including the Plaintiff, not to use Level 3 DC fast charging until a proposed software update repair became available.
114. The recall notice initially advised that the proposed software update repair remedy would be available in or around November 2024. No such remedy was provided at that time.
115. As a result of the recall and the Defendants' instructions not to use Level 3 DC fast charging, Plaintiff was forced to significantly limit her use of the vehicle for long-distance travel and was deprived of key features of the vehicle that require significant electrical power to run, such as cabin heating.
116. To this date, Nissan has not remedied the Battery Defect following this Nissan Recall R24B2 being announced.
117. On December 13, 2024, while leaving her home for work, Plaintiff received the critical warning message "Service EV System — Unable to restart after power off" on the dashboard display of her Subject Vehicle, at a battery charge level of 100% and an odometer reading of 45,272 km. Plaintiff took a photograph of said warning message, a copy of which is communicated herewith as **Exhibit P-11**.
118. The vehicle was towed to Nissan de Brossard, located at 9005 Taschereau Boulevard, Brossard, Québec (hereinafter "Nissan Brossard"), the dealership where Plaintiff regularly has/had the Subject Vehicle serviced.

119. Notwithstanding the issuance of Nissan Recall R24B2, Nissan Brossard charged Plaintiff \$89.95 plus taxes for a total of **\$103.42**, for the so-called “*VERIFICATION ETAT DE SANTÉ DE LA BATTERIE LI-ION*” and Plaintiff was abusively and erroneously told that the battery was ok (“*batterie ok*”), which was clearly incorrect and misleading, the whole as more fully appears from a copy of the Nissan Brossard detailed invoice dated October 3, 2024, bearing number BN52575, a copy of which is communicated herewith, as **Exhibit P-12**. Plaintiff claims said amount of **\$103.42** from Defendants, solidarily.
120. Plaintiff further claims additional damages from Defendants solidarily for inconvenience and lost time as a result of said visit to Nissan Brossard.
121. This P-12 invoice and charge confirms that Plaintiff was misled into believing that her battery was “ok” whereas the Nissan recall had not been completed and the dangerous Battery Defect still affected her Subject Vehicle.
122. Plaintiff was informed by Nissan Brossard that her Subject Vehicle's battery was still under warranty and Plaintiff was provided with a Nissan Kicks loaner vehicle during the “repairs”.
123. Plaintiff's Subject Vehicle remains unfixed and in the possession of Nissan Brossard for an excessive over three (3) months, namely from December 13, 2024 to March 24, 2025.
124. During this excessively long period, Plaintiff called Nissan Canada numerous times to complain about the prolonged delays and extra expenses being incurred with the loaner vehicle, let alone regarding the Battery Defect affecting her Subject Vehicle.
125. Nissan Canada acknowledged and admitted the inconvenience suffered by the Plaintiff and confirmed that a fuel reimbursement of **\$218.12** had been approved in respect of her fuel expenses incurred for the loaner vehicle, the whole as more fully appears from the Nissan Canada Case Management correspondence dated March 10, 2025 (Nissan Canada Case #1947741), communicated herewith as **Exhibit P-13**.

126. Plaintiff spoke to Nissan Canada again on March 24, 2025 in order to voice her further complaints and describe her inconveniences suffered.
127. Nissan offered Plaintiff a measly \$300.00 Nissan Prepaid Goodwill Card which would expire in 12 months and which could only be used at a Nissan Dealer, the whole as more fully as appears from Nissan Canada's correspondence dated March 24, 2025 (Case #1941275), communicated herewith as **Exhibit P-14**. This \$300 Prepaid Goodwill Card was wholly inadequate as proposed compensation, as compared to the extensive damages suffered by the Plaintiff.
128. On or about March 24, 2025, the Plaintiff's vehicle was returned to her with a replacement battery installed. Despite the replacement, the Plaintiff was advised not to use Level 3 fast charging until the proposed software update repair recall was completed. The Plaintiff was also advised that the warranty would not be extended to account for the period during which the vehicle remained at the dealership.
129. Following the battery replacement, the Defendants continued to issue updated recall notices advising that the remedy under Recall R24B2, namely the proposed software update repair, had been repeatedly delayed, including notices indicating the remedy was expected in spring 2025 and later in the third quarter of 2025.
130. Months later, namely in June 2025, Plaintiff received a June 2025 Safety Recall Notice from Nissan Canada referring to the same Nissan Recall R24B2 (Transport Canada Recall No. 2024-542) and advising her to cease using Level 3 quick charging on her Subject Vehicle due to the risk of battery overheating and fire. A copy of the June 2025 Nissan Recall Notice R24B2 / Transport Canada Recall No. 2024-542 sent by Nissan Canada to the Plaintiff is communicated herewith, as **Exhibit P-15**.
131. In this P-15 Safety Recall Notice that Nissan sent to the Plaintiff, Nissan admits and confirms *inter alia* the following:

“This is to inform you that your vehicle may contain a defect that could affect the safety of a person. Nissan has decided that a defect which relates to motor vehicle safety exists in certain 2020

Model 2020 Nissan LEAF vehicles.

(...)

Your vehicle's lithium-ion battery may experience excessive lithium deposits within certain battery cells which could increase the electrical resistance and result in a fluctuation in the state of charge. While your vehicle is Level 3 quick charging, the increased electrical resistance could result in rapid heating of the battery. If quick charging continues, a battery fire may occur, increasing the risk of injury.

(...)

What You Should Do

As a reminder, your vehicle is equipped with two charge ports as shown in the illustration below. Until your vehicle is remedied, do NOT use Level 3 quick charge port (CHAdeMO)."

132. Plaintiff continued to no longer use Level 3 quick charging.
133. The P-15 Safety Recall Notice also indicated and promised that the "final remedy" would be conducted on Plaintiff's Subject Vehicle in the third quarter of 2025.
134. No remedy was provided to Plaintiff's Subject Vehicle thereafter.
135. Plaintiff was thereby deprived of the use of the Level 3 quick charging feature of the Subject Vehicle since approximately October 2024, which caused her significant inconvenience.
136. Defendants are summoned to retain and communicate to the Plaintiff all service reports, invoices, evaluations, etc. in Defendants' and/or in Defendants' dealerships' records regarding Plaintiff's Subject Vehicle.
137. Upon going in to recover her Subject Vehicle on March 24, 2025, Plaintiff was shocked to learn from the Nissan Brossard representative that she was still not permitted to use Level 3 quick charging on the new battery until the Nissan Recall was completed — a restriction which, to this day, remains in effect and which has not been resolved by Nissan.

138. Plaintiff was also told that the warranty on her battery had not been extended either.
139. Accordingly, during this excessive over three (3) months period from December 13, 2024 to March 24, 2025, Defendants' authorized dealership had possession of Plaintiff's Subject Vehicle but did not have the promised software update installed (as Nissan had promised since September 2024, including in the above-mentioned safety recall notice sent to Plaintiff, Exhibit P-15).
140. Instead, Defendants merely installed an equally defective battery into Plaintiff's Subject Vehicle, namely a replacement battery which still suffered from the same Battery Defect detailed above.
141. Plaintiff found this to be deeply troubling, as this confirmed that the installation of a so-called "new" battery had not resolved the underlying Battery Defect, and that her Subject Vehicle remained affected by the same safety risks and Battery Defect for which it had been recalled.
142. Following the return of her Subject Vehicle on March 24, 2025, Plaintiff continued to experience issues.
143. In or around June 2025, the dashboard of her Subject Vehicle displayed persistent yellow warning symbols. Plaintiff returned to Nissan Brossard on June 20, 2025 wherein the technician noted error codes that appeared but could not be cleared, the whole as more fully appears from the Nissan Brossard invoice dated June 20, 2025 and bearing number BN58234, a copy of which is communicated herewith, as **Exhibit P-16**. Plaintiff claims additional damages from Defendants solidarily for inconvenience and lost time as a result of said visit to Nissan Brossard.
144. Plaintiff returned to Nissan Brossard on July 21, 2025 since she required a loaner vehicle for a long road trip, considering that the Nissan Recall R24B2 has still not been completed on her Subject Vehicle (since Nissan obviously had no remedy available), the whole as more fully appears from the Nissan Brossard invoice dated August 4, 2025, bearing number BN85779, together with its accompanying *Contrat pour véhicule de courtoisie*, copies of which are communicated herewith, *en liasse*,

as **Exhibit P-17**.

145. As appears from P-17, Nissan Brossard provided Plaintiff with a courtesy loaner vehicle for a period of six (6) days but did not cover the gas charges incurred for said trip totaling **\$168.06**, which amount Plaintiff claims from Defendants solidarily herein, the whole as more fully appears from a copy of the gas receipts, *en liasse*, as **Exhibit P-18**.
146. On January 21, 2026, Plaintiff called Nissan Canada again to complain about the ongoing delays in completing the recall. She was merely told that a further loaner vehicle could be arranged through Nissan Brossard if needed. This is a widely abusive response by Nissan since this prevents the Plaintiff from being able to use her own Subject Vehicle and forces her to suffer loss of time, inconvenience, and extra gas charges.
147. Plaintiff indeed called Nissan Brossard the following day and was advised that four (4) days' advance notice was required for a loaner vehicle — a requirement which is incompatible with Plaintiff's travel needs, as she often travels on short notice.
148. Nissan Canada thereafter unilaterally closed her complaint file, despite the recall remaining unresolved and Plaintiff's Subject Vehicle still being affected by the same Battery Defect.
149. On February 2, 2026, Plaintiff called Nissan Canada again and requested to speak with a manager. The first agent inquired what the reason for the call was and reiterated that Plaintiff can simply ask for loaner vehicles from Nissan Brossard. Plaintiff did not accept this response and insisted to speak with a manager.
150. A manager ultimately called Plaintiff back on February 4, 2026. Plaintiff asked to have her own Subject Vehicle properly repaired, failing which that Nissan Canada should replace her vehicle and take back her existing Subject vehicle. The Nissan Canada manager refused to take back the Plaintiff's Subject Vehicle and offered to possibly secure an EV rental car (which again would prevent Plaintiff from being able to drive her own vehicle).

151. Plaintiff followed up on February 5, 2026, and was told that Shashi (Senior Customer Care Specialist, Nissan Canada) was still awaiting confirmation of the rental arrangement. Plaintiff reiterated that she preferred her battery repaired or a new vehicle, and noted that she lacked the driveway space to store a second vehicle.
152. The Nissan Canada agent then purported to close Plaintiff's case again, without having provided any resolution.
153. Unhappy with this response, Plaintiff wrote an email on February 6, 2026 to Shashi at Nissan Canada, a copy of which is communicated herewith, as **Exhibit P-19**.
154. In said P-19 email, Plaintiff reiterates that she is suffering damages *inter alia* by not being able to sell her defective Subject Vehicle (since the recall has not been resolved) and not being able to drive to the USA to visit family if using a loaner or rental vehicle, which represents further damages suffered.
155. Indeed, Plaintiff cannot sell her Subject Vehicle at a fair price, as any prospective purchaser would be informed of the outstanding recall and the prohibition on Level 3 quick charging. Indeed, the resale value of her Subject Vehicle has been significantly reduced due to the Battery Defect.
156. In addition, Plaintiff cannot take her Subject Vehicle, a loaner, or a rental vehicle across the United States border, further restricting her ability to visit family in the United States.
157. Plaintiff claims compensatory and moral damages from Defendants, solidarily, presently estimated at **\$20,000**, *sauf à parfaire*, including for the great loss of time, stress, fear and aggravation detailed above, including without limitation the diminution in value of her Subject Vehicle and the loss of use of the Level 3 quick charging feature.
158. Plaintiff also claims punitive damages from Defendants, solidarily, in the amount of **\$5,000**, *sauf à parfaire*, on her behalf and on behalf of each Class Members.

FACTS GIVING RISE TO AN INDIVIDUAL ACTION BY EACH OF THE MEMBERS OF THE GROUP

159. Each Class Member has purchased or leased a Subject Vehicle and/or has suffered damages, such as the decrease in value of the Subject Vehicle, inability to sell the Subject Vehicle, decrease in the driveability of the Subject Vehicles as detailed above, additional wear or damages to the vehicle, great inconvenience, stress, aggravation, fear, loss of time, extra costs, extra fees, parking costs, ubers, etc., other disbursements, or car rental fees, etc.
160. Plaintiff's and the Class Members' consent when purchasing or leasing the Subject Vehicles was vitiated as a result of the discovery of the Battery Defect and security/safety risks, as described hereinabove.
161. Plaintiff and the Class Members would not have purchased or leased the Subject Vehicles had they been made aware of the Battery Defect mentioned above.
162. The safety of the current owners, lessees, or users of the Subject Vehicles, and their passengers, pets, etc. is at great risk due to the serious Battery Defect mentioned above.
163. Defendants' malicious intention to refuse to properly and timely repair the Subject Vehicles or to buy back the Subject Vehicles and resiliate the purchase or lease agreements, over many months/years, notwithstanding their knowledge of the Battery Defect, show an intentional, malicious, oppressive and/or high-handed conduct that represents a marked departure from ordinary standards of decency when dealing with customers. In that event, and reiterating all the allegations above, punitive damages should be awarded to Plaintiff and the Class Members, independently from the compensatory damages claimed by Plaintiff and the Class Members.
164. Indeed, Defendants have merely transferred the damages and inconvenience to the consumers and users of the Subject Vehicles, by refusing and/or failing to properly

remedy the Battery Defect while telling the consumers and users that the Battery Defect are inexistent and/or downplaying the serious extent of the Battery Defect, as detailed above.

165. In addition, the Defendants intentionally, abusively and in bad faith continued to sell the Subject Vehicles to unsuspecting consumers, after Defendants had been made aware of the Battery Defect. All Class Members who purchased or leased the Subject Vehicles after this time were even more severely and blatantly duped and misled by Defendants. They now have no choice but to endure this grave safety risk for even longer (with longer lease terms remaining, greater loss of value for new vehicles, etc.).
166. All this post-knowledge conduct, and the intentional faults and negligence by the Defendants (up until the time Defendants ultimately recall and properly remedy the Battery Defect or buy-back all the Subject Vehicles and indemnify the Class Members), represent further facts and reasons warranting a condemnation in punitive damages against the Defendants herein.
167. Punitive damages are appropriate in this situation in order to send a strong message to vehicle manufacturers that vehicle owners should never have to wait for months or years for safety repairs to be performed and that manufacturers should not conceal safety issues and defects from their customers and the public at the time of sale. Indeed, punitive damages (provided for in Section 272 CPA) have a preventive objective, namely to discourage the repetition of such undesirable conduct.
168. Moreover, Section 6 of Quebec's Charter of Human Rights and Freedoms guarantees that every person has a right to the peaceful enjoyment of his/her property and Section 49 of the Quebec Charter stipulates that moral and punitive damages can be awarded in the case of an unlawful and intentional interference of this right. Nissan's conduct and knowledge, as detailed above, qualifies its conduct as "intentional".

CONDITIONS REQUIRED TO INSTITUTE A CLASS ACTION

169. The composition of the Group makes it difficult or impracticable to apply the rules for mandates to sue on behalf of others or for consolidation of proceedings (Article 575 (3) C.C.P.) for the following reasons:
170. Plaintiff is unaware of the specific number of persons who purchased or leased the Subject Vehicles, however, Nissan has already confirmed through Transport Canada that there are 7,543 Subject Vehicles in Canada, according to the Exhibits P-5 and P-7 Transport Canada Recalls mentioned above.
171. Class Members are numerous and are scattered across the entire province of Quebec.
172. In addition, given the costs and risks inherent to litigation before the Courts, many people will hesitate to institute an individual action against the Defendants. Even if the Class Members themselves could afford such individual litigation, the Court system could not handle it as it would be overloaded. Further, individual litigation of the factual and legal issues raised by the conduct of the Defendants would increase delay and expense to all parties and to the Court system.
173. Moreover, a multitude of actions instituted risk leading to contradictory judgments on questions of fact and law that are similar or related to all Class Members.
174. These facts demonstrate that it would be impractical, if not impossible, to contact each individual Class Member to obtain mandates and to join them in one action.
175. In these circumstances, a class action is the only appropriate procedure for all the Class Members to effectively access justice and pursue their respective rights.
176. The damages sustained by the Class Members flow, in each instance, from a common nucleus of operative facts, namely Defendants' defectively designed and/or manufactured Subject Vehicles.

177. The claims of the Class Members raise identical, similar or related issues of law and fact (Article 575 (1) C.C.P.), namely:

- a) Do the Subject Vehicles suffer from common latent design and/or manufacturing defects?
- b) Did Defendants know of these issues and fail to warn Class Members of these defects and if they knew, when they knew or should have known?
- c) Did Defendants fail to disclose material information to Class Members?
- d) Are Defendants' omission of material facts misleading and/or reasonably likely to deceive a Class Member?
- e) Are Defendants legally obligated to make the recall available and properly repair the Subject Vehicles with new non-defective replacement parts and software?
- f) Do the Subject Vehicles perform or not in accordance with the standard of fitness for the purposes for which the Subject Vehicles are normally used?
- g) Do the Subject Vehicles perform or not in accordance with the standard of durability for normal use for a reasonable length of time, having regard to the price, terms of the contract and conditions of use for the Subject Vehicles?
- h) Did Defendants default in providing and having available non-defective replacement parts and software for the Subject Vehicles within reasonable and/or legal delays?
- i) Have Defendants failed to satisfy the requirements of the CPA, the CCQ and/or the Quebec Charter?
- j) Should the sale or lease contracts signed by the Class Members for the Subject Vehicles be annulled or resiliated, and should all amounts paid by the Class Members be reimbursed in full, or subsidiarily in part?

- k) Are Defendants liable to pay compensatory and/or moral damages to the Class Members, and if so, in what amounts, including without limitation for the reimbursement of the purchase or lease price (or a portion thereof), any repair costs disbursed, rental car fees, transportation costs, parking costs, gas costs, other disbursements incurred, loss of time, fear, stress, anxiety, loss of use of the Subject Vehicle, and inconvenience?
- l) Are Defendants liable to pay exemplary and/or punitive damages to the Class Members, and if so, in what amount?

178. The majority of the issues to be dealt with are issues common to every Class Member.

179. The interests of justice favor that this Application be granted in accordance with its conclusions.

NATURE OF THE ACTION AND CONCLUSIONS SOUGHT

180. The action that the Plaintiff wishes to institute for the benefit of the Class Members is an action in damages, product liability, consumer protection and injunctive relief.

181. The facts alleged herein appear to justify the conclusions sought by the Plaintiff (Article 575 (2) C.C.P.), namely the following conclusions that Plaintiff wishes to introduce by way of an originating application:

GRANT the class action of the Representative Plaintiff and each of the Class Members;

ORDER Defendants to properly conduct a recall of the Subject Vehicles and to repair them free of charge;

ANNUL the sale or lease contract signed by Plaintiff and the Class Members for the Subject Vehicles and **ORDER AND CONDEMN** Defendants to reimburse the total amounts paid by Plaintiff and the Class Members for their Subject Vehicle and **ORDER** Defendants to then retake possession and ownership of the said vehicles, at Defendants' costs;

CONDEMN the Defendants to pay to Plaintiff and each of the Class Members a sum to be determined in compensatory damages, including without limitation for the reimbursement of the purchase or lease price (or portion thereof), loss

of value of the Subject Vehicle, any repair costs disbursed, rental costs paid, transportation costs, parking costs, gas charges, other disbursements incurred, loss of time, inconvenience, loss of use of the Subject Vehicle, and **ORDER** collective recovery of these sums;

CONDEMN the Defendants to pay to Plaintiff and each of the Class Members a sum to be determined in moral damages, including without limitation for stress, fear, and anxiety and **ORDER** collective recovery of these sums;

CONDEMN the Defendants to pay to the Plaintiff and to each of the Class Members a sum to be determined in punitive and/or exemplary damages, and **ORDER** collective recovery of these sums;

CONDEMN the Defendants to pay interest and additional indemnity on the above sums according to the Law from the date of service of the Application for Authorization to Institute a Class Action;

ORDER the Defendants to deposit in the office of this Court the totality of the sums which forms part of the collective recovery, with interest, additional indemnity, 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 Defendants to bear the costs of the present action, including experts' fees and all notice fees;

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

THE WHOLE with interest and additional indemnity provided for in the Civil Code of Quebec and with full costs and expenses, including expert's fee and publication fees to advise the Class Members;

182. Plaintiff suggests that this class action be exercised before the Superior Court in the District of Montreal for the following reasons:

- a) Many Class Members are domiciled in the District of Montreal;
- b) Defendant Nissan Canada has an elected domicile and a declared establishment located in the District of Montreal (Exhibit P-1) and Defendants sell and attempt to repair the Subject Vehicles in the District of Montreal;
- c) The undersigned attorneys practice law in the District of Montreal;

183. Plaintiff, who is requesting to be appointed as Representative Plaintiff, is in a position to properly represent the Class Members (Article 575 (4) C.C.P.) since Plaintiff:

- a) is a member of the class who purchased a Subject Vehicle and suffered damages as a result of the Battery Defect, as detailed above;
- b) understands the nature of the action and has the capacity and interest to fairly and adequately protect and represent the interests of the Class Members;
- c) is available to dedicate the time necessary for the present action before the Courts of Quebec and to collaborate with Class Counsel in this regard;
- d) is ready and available to manage and direct the present action in the interest of the Class Members and is determined to lead the present file until a final resolution of the matter, the whole for the benefit of the Class Members;
- e) does not have interests that are antagonistic to those of other Class Members;
- f) has given the mandate to the undersigned attorneys to obtain all relevant information to the present action and intend to keep informed of all developments;
- g) has given the mandate to the undersigned attorneys to post the present matter on their firm website in order to keep the Class Members informed of the progress of these proceedings and in order to more easily be contacted or consulted by said Class Members, Plaintiff reserving the right to file **under seal and confidentially** the list of Class Members having contacted the undersigned Class Counsel (with the Class Members' comments);
- h) is, with the assistance of the undersigned attorneys, ready and available to dedicate the time necessary for this action and to collaborate with other Class Members and to keep them informed;

184. 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 institution of a class action in the form of an originating application in damages, product liability, consumer protection, and injunctive relief.

APPOINT the Plaintiff as the Representative Plaintiff representing all persons included in the Class herein described as:

<p>Class:</p> <p>All persons in Quebec who own, purchased, lease and/or leased one or more of the Subject Vehicles, namely the 2019–2022 Nissan Leaf vehicles equipped with a Level 3 quick charging port (CHAdeMO);</p> <p>or any other Group(s) or Sub-Group(s) to be determined by the Court.</p>	<p>Groupe:</p> <p>Toutes les personnes au Québec qui possèdent, ont acheté, louent, et/ou ont loué un ou plusieurs des véhicules en cause, à savoir les véhicules Nissan Leaf 2019-2022 équipés d'un port de recharge rapide de niveau 3 (CHAdeMO);</p> <p>ou tout autre groupe ou sous-groupe à déterminer par le Tribunal.</p>
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IDENTIFY the principal issues of law and fact to be treated collectively as the following:

- a) Do the Subject Vehicles suffer from common latent design and/or manufacturing defects?
- b) Did Defendants know of these issues and fail to warn Class Members of these defects and if they knew, when they knew or should have known?
- c) Did Defendants fail to disclose material information to Class Members?
- d) Are Defendants' omission of material facts misleading and/or reasonably likely to deceive a Class Member?

- e) Are Defendants legally obligated to make the recall available and properly repair the Subject Vehicles with new non-defective replacement parts and software?
- f) Do the Subject Vehicles perform or not in accordance with the standard of fitness for the purposes for which the Subject Vehicles are normally used?
- g) Do the Subject Vehicles perform or not in accordance with the standard of durability for normal use for a reasonable length of time, having regard to the price, terms of the contract and conditions of use for the Subject Vehicles?
- h) Did Defendants default in providing and having available non-defective replacement parts and software for the Subject Vehicles within reasonable and/or legal delays?
- i) Have Defendants failed to satisfy the requirements of the CPA, the CCQ and/or the Quebec Charter?
- j) Should the sale or lease contracts signed by the Class Members for the Subject Vehicles be annulled or resiliated, and should all amounts paid by the Class Members be reimbursed in full, or subsidiarily in part?
- k) Are Defendants liable to pay compensatory and/or moral damages to the Class Members, and if so, in what amounts, including without limitation for the reimbursement of the purchase or lease price (or a portion thereof), any repair costs disbursed, rental car fees, transportation costs, parking costs, gas costs, other disbursements incurred, loss of time, fear, stress, anxiety, loss of use of the Subject Vehicle, and inconvenience?
- l) Are Defendants liable to pay exemplary and/or punitive damages to the Class Members, and if so, in what amount?

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

GRANT the class action of the Representative Plaintiff and each of the Class Members;

ORDER Defendants to properly conduct a recall of the Subject Vehicles and to repair them free of charge;

ANNUL the sale or lease contract signed by Plaintiff and the Class Members for the Subject Vehicles and **ORDER AND CONDEMN** Defendants to reimburse the total amounts paid by Plaintiff and the Class Members for their Subject Vehicle and **ORDER** Defendants to then retake possession and ownership of the said vehicles, at Defendants' costs;

CONDEMN the Defendants to pay to Plaintiff and each of the Class Members a sum to be determined in compensatory damages, including without limitation for the reimbursement of the purchase or lease price (or portion thereof), loss of value of the Subject Vehicle, any repair costs disbursed, rental costs paid, transportation costs, parking costs, gas charges, other disbursements incurred, loss of time, inconvenience, loss of use of the Subject Vehicle, and **ORDER** collective recovery of these sums;

CONDEMN the Defendants to pay to Plaintiff and each of the Class Members a sum to be determined in moral damages, including without limitation for stress, fear, and anxiety and **ORDER** collective recovery of these sums;

CONDEMN the Defendants to pay to the Plaintiff and to each of the Class Members a sum to be determined in punitive and/or exemplary damages, and **ORDER** collective recovery of these sums;

CONDEMN the Defendants to pay interest and additional indemnity on the above sums according to the Law from the date of service of the Application for Authorization to Institute a Class Action;

ORDER the Defendants to deposit in the office of this Court the totality of the sums which forms part of the collective recovery, with interest, additional indemnity, 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 Defendants to bear the costs of the present action, including experts' fees and all notice fees;

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

THE WHOLE with interest and additional indemnity provided for in the Civil Code of Quebec and with full costs and expenses, including expert's fee and

publication fees to advise the Class Members;

DECLARE that all Class Members who have not requested their exclusion from the Group in the prescribed delay to be bound by any Judgment to be rendered on the class action to be instituted;

FIX the time limit for opting out of the Class at thirty (30) days from the date of the publication or notification of the notice to the Class Members;

ORDER the publication or notification of a notice to the Class Members in accordance with Article 579 C.C.P., within sixty (60) days from the Judgment to be rendered herein, by way of direct mail and or emails to Class Members, bilingual press releases, and notices published in LA PRESSE, the MONTREAL GAZETTE, the JOURNAL DE MONTREAL, the NATIONAL POST and the GLOBE AND MAIL, and **ORDER** Defendants to pay for all said publication costs;

ORDER that said notices be available on all of Defendants' websites, Facebook page(s), X (formerly Twitter) account(s), Instagram account(s), and LinkedIn account(s) regarding the Subject Vehicles, with a proper link the wording of which will be determined by the Court;

THE WHOLE with legal costs, including all publication costs, the Court stamp filing fees and service costs.

MONTREAL, March 30, 2026

(s) *Lex Group Inc.*

Lex Group Inc.
Per: David Assor
Class Counsel / Attorneys for Plaintiff
4101 Sherbrooke St. West
Westmount, (Québec), H3Z 1A7
Telephone: 514.451.5500 ext. 101
Fax: 514.940.1605

SUMMONS

(Articles 145 and following C.C.P.)

Filing of a judicial application

Take notice that the Plaintiff has filed this application in the office of the Superior Court of Quebec in the judicial district of Montreal.

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 Est, Montréal, Québec within 15 days of service of the 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

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, 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 the summons or, in family matters or if you have no domicile, residence or establishment in Québec, within 3 months after service;
- 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.

Change of judicial district

You may ask the court to refer the originating application to the district of your domicile or residence, or of your elected domicile or the district designated by an agreement with the Plaintiff.

If the application pertains to an employment contract, consumer contract or insurance contract, or to the exercise of a hypothecary right on an immovable serving as your main residence, and if you are the employee, consumer, insured person, beneficiary of the insurance contract or hypothecary debtor, you may ask for a referral to the district of your domicile or residence or the district where the immovable is situated or the loss occurred. The request must be filed with the special clerk of the district of territorial jurisdiction after it has been notified to the other parties and to the office of the court already seized of the originating application.

Transfer of application to Small Claims Division

If you qualify to act as a Plaintiff under the rules governing the recovery of small claims, you may also 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.

Calling to a case management conference

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 this, the protocol is presumed to be accepted.

Exhibits supporting the application

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

- Exhibit P-1:** *Registraire des entreprises du Québec (REQ)* report on Defendant Nissan Canada Inc. ;
- Exhibit P-2:** Extracts from the Nissan website;
- Exhibit P-3:** December 4, 2020 "Story" entitled "A decade of innovation – the LEAF's incredible journey - How Nissan's ever-evolving electric car spearheaded the world's transition to sustainable mobility", published on Nissan's global website at: <https://www.nissan-global.com/EN/STORIES/RELEASES/nissan-leaf-10years/>
- Exhibit P-4:** 2020 LEAF® WARRANTY INFORMATION BOOKLET FOR CANADIAN MODELS;
- Exhibit P-5:** Transport Canada recall No. 2024-542;
- Exhibit P-6:** NHTSA Recall No. 24V-700, and related documents, *en liasse*;
- Exhibit P-7:** Transport Canada recall No. 2025-523;

- Exhibit P-8:** NHTSA Recall No. 25V655, and related documents, *en liasse*;
- Exhibit P-9:** First Amended Class Action Complaint filed on October 27, 2025 before the United States District Court for the Central District of California, in the file of Proudfoot et al v. Nissan North America, Inc. bearing case number 2:25-cv-09115;
- Exhibit P-10:** Plaintiff's sales contract;
- Exhibit P-11:** Photograph taken by Plaintiff on December 13, 2024 of the critical warning message "Service EV System — Unable to restart after power off" on the dashboard display of Plaintiff's Subject Vehicle;
- Exhibit P-12:** Nissan Brossard detailed invoice dated October 3, 2024, bearing number BN52575;
- Exhibit P-13:** Nissan Canada Case Management correspondence to Plaintiff dated March 10, 2025;
- Exhibit P-14:** Nissan Canada's correspondence to Plaintiff dated March 24, 2025;
- Exhibit P-15:** June 2025 Nissan Safety Recall Notice R24B2 / Transport Canada Recall No. 2024-542 sent by Nissan Canada to Plaintiff;
- Exhibit P-16:** Nissan Brossard invoice dated June 20, 2025 and bearing number BN58234;
- Exhibit P-17:** Nissan Brossard invoice dated August 4, 2025, bearing number BN8779, together with its accompanying *Contrat pour véhicule de courtoisie*;
- Exhibit P-18:** Plaintiff's gas receipts, *en liasse*;
- Exhibit P-19:** Plaintiff's February 6, 2026 email to Shashi at Nissan Canada;

These exhibits are available on request.

Notice of presentation of an application

If the application is an application in the course of a proceeding or an application under Book III, V, excepting an application in family matters mentioned in article 409, or VI of the Code, the establishment of a case protocol is not required; however, the application must be accompanied by a notice stating the date and time it is to be presented.

DO GOVERN YOURSELF ACCORDINGLY.

MONTREAL, March 30, 2026

(s) *Lex Group Inc.*

Lex Group Inc.
Per: David Assor
Class Counsel / Attorneys for Plaintiff

NOTICE OF PRESENTATION
(articles 146 and 574 al. 2 C.P.C.)

TO:

NISSAN CANADA INC., a legal person duly constituted according to the Law having its elected domicile at 3700-1 Place Ville-Marie, District of Montreal, Province of Quebec, H3B 3P4, and its head office at 5290 Orbitor Drive, Mississauga, Province of Ontario, L4W 4Z5

-and-

NISSAN NORTH AMERICA, INC., a legal person duly constituted according to the Law having its head office at One Nissan Way, Franklin, Tennessee, 37067, U.S.A., with its registered agent, Corporation Service Company, located at 251 Little Falls Drive, Wilmington, Delaware 19808, U.S.A.

Defendants

TAKE NOTICE that APPLICATION FOR AUTHORIZATION TO INSTITUTE A CLASS ACTION will be presented before the Superior Court at 1 Rue Notre-Dame E, Montréal, Quebec, H2Y 1B6, on the date set by the coordinator of the Class Action chamber.

GOVERN YOURSELVES ACCORDINGLY.

MONTREAL, March 30, 2026

(s) *Lex Group Inc.*

Lex Group Inc.
Per: David Assor
Class Counsel / Attorneys for Plaintiff

N^o.: 500-06-000017-265

(CLASS ACTION DIVISION)
SUPERIOR COURT
PROVINCE OF QUEBEC
DISTRICT OF MONTREAL

B [REDACTED] S [REDACTED]

Plaintiff

vs.

NISSAN CANADA INC.

-and-

NISSAN NORTH AMERICA, INC.

Defendants

APPLICATION FOR AUTHORIZATION TO INSTITUTE A CLASS ACTION

ORIGINAL

Me David Assor



BL 5606

Lex Group Inc.
4101 Sherbrooke St. West
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