

Form 4.02A
2015

Court Administration

NOV 27 2015

Halifax, N.S.

Hfx. No. 445800

SUPREME COURT OF NOVA SCOTIA

BETWEEN:

JAMES JENKINS

PLAINTIFF

- AND -

**VOLKSWAGEN AKTIENGESELLSCHAFT, VOLKSWAGEN
CANADA, VOLKSWAGEN GROUP CANADA INC.,
VOLKSWAGEN GROUP OF AMERICA, INC., AUDI AG,
AUDI CANADA INC., PORSCHE AG, PORSCHE CARS
NORTH AMERICA, INC., and PORSCHE CARS CANADA,
LTD.**

DEFENDANTS

Proceeding under the *Class Proceedings Act*, S.N.S 2007, c. 28

Notice of Action

TO: VOLKSWAGEN AKTIENGESELLSCHAFT
P.O. Box 1849
D-38436 Wolfsburg
Germany

AND TO: VOLKSWAGEN CANADA
777 Bayly Street West
Ajax, ON L1S 7G7

AND TO: VOLKSWAGEN GROUP CANADA INC.
777 Bayly Street West
Ajax, ON L1S 7G7

AND TO: VOLKSWAGEN GROUP OF AMERICA, INC.
300 Tice Blvd #10,
Woodcliff Lake, NJ 07677

AND TO: AUDI AG
PO Box 10 04 57
85045 Ingolstadt
Germany

AND TO: AUDI CANADA INC.
777 Bayly Street West
Ajax, ON L1S 7G7

AND TO: PORSCHE AG
Dr. Ing. h.c. F. Porsche AG
Porscheplatz 1
D - 70435 Stuttgart
Germany

AND TO: PORSCHE CARS NORTH AMERICA, INC.
170 Commerce Lane
Easton, PA 18045

AND TO: PORSCHE CARS CANADA, LTD.
5925 Airport Rd #420
Mississauga, ON L4V 1W1

Action has been started against you

The plaintiffs take action against you.

The plaintiffs started the action by filing this notice with the court on the date certified by the prothonotary.

The plaintiffs claim the relief described in the attached statement of claim. The claim is based on the grounds stated in the statement of claim.

Deadline for defending the action

To defend the action, you or your counsel must file a notice of defence with the court no more than the following number of days after the day this notice of action is delivered to you:

- 15 days if delivery is made in Nova Scotia
- 30 days if delivery is made elsewhere in Canada
- 45 days if delivery is made anywhere else.

Judgment against you if you do not defend

The court may grant an order for the relief claimed without further notice, unless you file the notice of defence before the deadline.

You may demand notice of steps in the action

If you do not have a defence to the claim or you do not choose to defend it you may, if you wish to have further notice, file a demand for notice.

If you file a demand for notice, the plaintiffs must notify you before obtaining an order for the relief claimed and, unless the court orders otherwise, you will be entitled to notice of each other step in the action.

Rule 57 - Action for Damages Under \$100,000

Civil Procedure Rule 57 limits pretrial and trial procedures in a defended action so it will be more economical. The Rule applies if the plaintiff states the action is within the Rule. Otherwise, the Rule does not apply, except as a possible basis for costs against the plaintiffs.

This action is not within Rule 57.

Filing and delivering documents

Any documents you file with the court must be filed at the office of the Prothonotary, The Law Courts, 1815 Upper Water Street, Halifax, Nova Scotia (telephone #902-424-4900).

When you file a document you must immediately deliver a copy of it to each other party entitled to notice, unless the document is part of an *ex parte* motion, the parties agree delivery is not required, or a judge orders it is not required.

Contact information

The plaintiffs designate the following addresses:

Wagners Law Firm
1869 Upper Water Street
Suite PH301 , Historic Properties
Halifax, Nova Scotia B3J 1 S9
Email: classaction@wagners.co

Documents delivered to these addresses are considered received by the plaintiffs on delivery.

Further contact information is available from the prothonotary.

Proposed place of trial

The plaintiffs propose that, if you defend this action, the trial will be held in Halifax, Nova Scotia.

Signature


Signed this 27th day of November, 2015.



RAYMOND F. WAGNER, Q.C.
Wagners
Counsel for the Plaintiffs

Prothonotary's certificate

I certify that this notice of action, including the attached statement of claim, was filed with the court on November 27, 2015


Prothonotary
JESSICA BROUSSARD
Deputy Prothonotary

Form 4.02B

Statement of Claim

Proceeding under the *Class Proceedings Act*, S.N.S. 2007, c. 28

I. DEFINITIONS

1. In this Statement of Claim, the following defined terms are used:

- (a) **Affected Vehicles** – refers to those vehicles Volkswagen designed, manufactured, tested, sold or distributed which used a “Defeat Device” (described herein) to evade emissions standards, and includes but is not necessarily limited to diesel engine models of the following:
 - (i) 2009-2015 Jetta TDI;
 - (ii) 2009-2015 Jetta SportWagen TDI;
 - (iii) 2009-2015 Beetle;
 - (iv) 2012-2015 Beetle Convertible;
 - (v) 2009-2015 Golf;
 - (vi) 2015 Golf SportWagen TDI;
 - (vii) 2012-2015 Passat;
 - (viii) 2009-2015 Audi A3;
 - (ix) 2013-2016 Touareg;
 - (x) 2014-2016 Porsche Cayenne;
 - (xi) 2013-2015 Audi Q7;
 - (xii) 2014-2016 Audi A6 Quattro, A7 Quattro, A8, A8L and Q5.
- (b) **Class** – refers to individuals and entities who, at the time of filing this Statement of Claim, owned or leased an Affected Vehicle in Canada.

II. THE PARTIES

REPRESENTATIVE PLAINTIFF AND CLASS

2. The proposed Representative Plaintiff, James Jenkins, resides in Bridgewater, Nova Scotia.
3. In November of 2010 Mr. Jenkins purchased a 2011 Jetta TDI from a dealership in Bridgewater in the Province of Nova Scotia. At the time of filing this Statement of Claim Mr. Jenkins still owned the vehicle.
4. Unknown to the proposed Representative Plaintiff, his vehicle was equipped with an emissions control defeat device ("Defeat Device", described below) that caused his vehicle, like all Affected Vehicles, to pass emissions tests, while at all other times emitting multiple times the permitted level of pollutants, among them harmful nitrous oxide.
5. The use of the Defeat Device and attempts to recall and modify the Affected Vehicles has caused or will cause the proposed Representative Plaintiff and Class Members out-of-pocket losses, diminution of value of the Affected Vehicles, future attempted repairs, and reduced operation and fuel efficiency. Volkswagen knew about and intentionally used the Defeat Device, but did not disclose the presence or effects of the Defeat Device to the proposed Representative Plaintiff and Class Members. The proposed Representative Plaintiff and Class Members therefore purchased or leased Affected Vehicles on the reasonable, but mistaken, belief that the Affected Vehicles complied with emissions standards, were certified, and would retain their operating characteristics throughout their useful life.
6. The proposed Representative Plaintiff and Class Members purchased or leased the Affected Vehicles on the basis of the representations by the Defendants about: (a) the environmental performance of the Affected Vehicles; and (b) the efficiency and performance of their engine systems. Had the Defendants disclosed that the Affected Vehicles actually emitted

multiple times the permitted levels of pollutants, including harmful nitrous oxide, the proposed Representative Plaintiff and Class Members would not have purchased or leased Affected Vehicles, or would have paid substantially less to do so.

7. The proposed Representative Plaintiff seeks to certify this action as a class proceeding and relies on the *Class Proceedings Act*, S.N.S. 2007, c. 28, as providing the basis for such certification.
8. The proposed Representative Plaintiff does not have any interest adverse to any of the members of the proposed Class. The proposed Representative Plaintiff states that there is an identifiable class that would be fairly and adequately represented by the proposed Representative Plaintiff; that the proposed Representative Plaintiff's claims raise common issues; and that a class proceeding would be the preferable procedure for the resolution of such common issues.

DEFENDANTS

9. The Defendant Volkswagen Aktiengesellschaft, or "VW AG", has its headquarters in Wolfsburg, Germany. Along with its subsidiaries, it designs, manufactures and distributes the Affected Vehicles.
10. The Defendants Volkswagen Canada and Volkswagen Group Canada Inc. are Canadian corporations with registered offices in Canada. Volkswagen Canada sold certain of the Affected Vehicles in Canada. Volkswagen Group Canada Inc. is the Canadian distributor of the Affected Vehicles and a subsidiary of Volkswagen AG.
11. The Defendant Volkswagen Group of America, Inc. is a United States corporation organized under the laws of the State of New Jersey. It is a wholly owned subsidiary of Volkswagen AG. It is responsible for the North American operational facilities of the Audi and Volkswagen brands of the Affected Vehicles.

12. The Defendant Audi AG manufactured the Audi brand Affected Vehicles and transported them from Germany to Canada for sale. Volkswagen AG is the majority owner of Audi AG.
13. The Defendant Audi Canada Inc. is the Canadian distributor of the Audi brand of Affected Vehicles and a subsidiary of Audi AG.
14. The Defendant Porsche AG, with headquarters in Stuttgart, Germany, designs, develops, manufactures and distributes the Porsche brand of Affected Vehicles. It operates as a subsidiary of Volkswagen AG.
15. The Defendant Porsche Cars North America, Inc. is responsible for importing the Porsche brand Affected Vehicles into North America. It has its headquarters in Atlanta, Georgia. It is a wholly-owned subsidiary of Porsche AG.
16. The Defendant Porsche Cars Canada, Ltd. is an independent subsidiary of Porsche AG. It is responsible for importing the Porsche brand of Affected Vehicles into Canada. It has its headquarters in Mississauga, Ontario.
17. The Defendants are referred to collectively and severally herein as "Volkswagen".
18. At all times relevant to this action, Volkswagen designed, manufactured, distributed, sold, leased and warranted the Affected Vehicles under the Volkswagen, Audi and Porsche brand names in Canada. Volkswagen and/or its agents and/or its employees or other authorized persons designed, tested, manufactured, and installed the engine systems in the Affected Vehicles, which included a Defeat Device to evade applicable clean air standards. Volkswagen also developed and disseminated the owner manuals and warranty booklets, advertisements and other promotional materials relating to the Affected Vehicles.

III. Defeat Device

19. Sophisticated illegal software in the Affected Vehicles turns fuel emissions controls on only during official regulatory or other testing. At all other times, the emissions controls are suppressed. The result is that the Affected Vehicles meet emissions standards in laboratories or under testing conditions, but during normal operation they emit nitrous oxide and other pollutants at up to 40 times the levels allowed under Canadian or American laws and regulations. The software produced and used by Volkswagen is known as a “Defeat Device”.
20. The pollutants emitted by the Affected Vehicles contribute to higher levels of nitrogen dioxide, ground-level ozone, and fine particulate matter. Exposure to these pollutants has been linked with serious health dangers, including asthma attacks and other respiratory illnesses sufficiently serious to result in hospitalization. Ozone and particulate matter exposure have been associated with premature death due to respiratory-related or cardiovascular-related effects. Children, the elderly, and people with pre-existing respiratory illness are at acute risk of suffering adverse health effects from these pollutants.
21. Canada has strict emissions standards for vehicles and requires vehicle manufacturers to certify that vehicles sold meet applicable emissions standards to control air pollution and the attendant health dangers.
22. Automobile manufacturers and importers are required to follow Canadian federal laws and regulations intended to control pollutants emitted by vehicles. This legislation includes the *Canadian Environmental Protection Act*, S.C. 1999, c. 33 (the “CEPA”) and the associated regulations, the *Passenger Automobile and Light Truck Greenhouse Gas Emission Regulations*, SOR/2010-201 and the *On-Road Vehicle and Engine Emission Regulations*, SOR/2003-2 (collectively the “CEPA Regulations”). The CEPA and the CEPA Regulations set applicable emissions standards that are required to be met by each new vehicle entering Canada.

23. The *CEPA Regulations* expressly prohibit a “defeat device” that reduces the effectiveness of an emission control system installed in a vehicle or engine to enable it to conform to the applicable legislative standards for emission control (s. 11(2) *On-Road Vehicle and Engine Emission Regulations*, SOR/2003-2).
24. By manufacturing, testing, distributing and selling Affected Vehicles with Defeat Devices that enabled Volkswagen to intentionally bypass emissions tests and emit prohibited levels of emissions, Volkswagen intentionally violated the *CEPA* and *CEPA Regulations*, was negligent, defrauded its customers, and engaged in unfair competition.

IV. CAUSES OF ACTION

Breach of the *Competition Act*

25. Volkswagen marketed, promoted and classified its vehicles as “CleanDiesel”, and charged a premium for the Affected Vehicles as a result. Volkswagen marketed the CleanDiesel system as having lower emissions than a typical diesel engine, as being fuel efficient, and also as being more powerful than its gasoline-powered vehicles. As a result Volkswagen charged a premium for the Affected Vehicles relative to their gasoline-powered counterparts.
26. The proposed Representative Plaintiff and the Class relied on the representations made by Volkswagen when paying a premium to purchase or lease the Affected Vehicles.
27. The representations made by Volkswagen were false and misleading in a material respect, contrary to section 52 of the *Competition Act*, R.S.C., 1985, c. C-34 (the “*Competition Act*”). In breach of the *Competition Act*, Volkswagen represented the Affected Vehicles as: (a) satisfying emissions standards during normal operation, which they did not; (b) possessing certain performance and operational characteristics that they did not have;

- and (c) as providing an environmental benefit to the public by emitting fewer pollutants, which they did not in fact provide.
28. Volkswagen intended and knew the proposed Representative Plaintiff and Class Members relied on its representations as to the environmental benefits and performance capabilities of the Affected Vehicles in paying a premium for the Affected Vehicles. Their reliance was reasonably foreseeable and justified.
 29. The proposed Representative Plaintiff and the Class Members suffered damages as a result of Volkswagen's breach of section 52 of the *Competition Act*. Accordingly they seek damages pursuant to s. 36 of the *Competition Act*, including the costs of investigating the breach.

Breach of the *Canadian Environmental Protection Act and Regulations*

30. Volkswagen violated the *CEPA* and *CEPA Regulations* by manufacturing and/or importing into Canada vehicles that contain prohibited Defeat Devices.
31. The proposed Representative Plaintiff and the Class paid a premium to purchase and/or lease the Affected Vehicles, which were advertised and represented as being compliant with applicable emissions standards. As a result of Volkswagen's breach of the *CEPA* and the *CEPA Regulations*, the proposed Representative Plaintiff and the Class suffered loss and damage by paying a premium to purchase or lease Affected Vehicles which in fact were not compliant with applicable emissions standards.
32. The proposed Representative Plaintiff and the Class rely on s. 40(a) and (b) of the *CEPA* to recover from Volkswagen, as a result of its conduct in contravention of the *CEPA* or *CEPA Regulations*, damages they suffered, and compensation for the costs incurred in connection with the s. 40 proceedings.

Fraud

33. Volkswagen falsely represented the Affected Vehicles as satisfying emissions standards in normal operation, as having lower emissions than a typical diesel engine, as being more powerful than a gasoline-engine vehicle with lower fuel consumption, and as providing an environmental benefit to the public by emitting fewer pollutants. Volkswagen knew that these representations were false, and deliberately installed Defeat Devices in the Affected Vehicles with the intention to induce false emissions readings and evade emissions tests and deceive the proposed Representative Plaintiff and Class Members who subsequently purchased and leased the Affected Vehicles.
34. The proposed Representative Plaintiff and Class Members acted upon the false representations made by Volkswagen in purchasing and leasing the Affected Vehicles at substantial premiums, and as a result suffered a loss. Had the proposed Representative Plaintiff and Class been aware of Volkswagen's fraudulent and deceitful emissions concealment scheme, they would have paid substantially less to purchase or lease the Affected Vehicles or would not have purchased or leased them at all. The proposed Representative Plaintiff and the Class have suffered a substantial diminution of value of the Affected Vehicles as a result of Volkswagen's fraudulent conduct.

Breach of Express Warranty

35. The proposed Representative Plaintiff repeats each previous and subsequent allegation contained in this Statement of Claim as if fully stated here.
36. Volkswagen warranted to the proposed Representative Plaintiff and the Class, including through advertising and promotional materials, that the Affected Vehicles were "CleanDiesel", that they satisfied applicable emissions standards, and that they had certain performance characteristics. In fact, these warranties were false. Volkswagen had

deliberately installed Defeat Devices on purportedly “CleanDiesel” vehicles, in breach of these express warranties to the Representative Plaintiff and the Class.

37. The proposed Representative Plaintiff and the Class reasonably relied on Volkswagen’s express warranties in purchasing and leasing the Affected Vehicles. As a direct result of Volkswagen’s breach of these warranties, the proposed Representative Plaintiff and Class Members suffered significant damages, including, but not limited to, diminution of value of the Affected Vehicles.

Breach of Implied Warranty

38. The proposed Representative Plaintiff repeats each previous and subsequent allegation contained in this Statement of Claim as if fully stated here.
39. Volkswagen impliedly warranted to the proposed Representative Plaintiff and the Class, including through advertising and promotional materials, that:
- i. the Affected Vehicles did not have any Defeat Device emissions concealment scheme software package installed on them;
 - ii. the Affected Vehicles met applicable emissions standards set by the *CEPA* and *CEPA Regulations*;
 - iii. the Affected Vehicles were fuel efficient and yet were more powerful than gasoline-powered counterparts;
 - iv. the Affected Vehicles could be resold without limitation;
 - v. the Affected Vehicles were not defective; and,
 - vi. the Affected Vehicles were merchantable.
40. Volkswagen breached its implied warranties to the Representative Plaintiff and Class Members by installing Defeat Devices on the Affected Vehicles and yet continuing to warrant the Affected Vehicles as being “CleanDiesel”

vehicles with environmental benefits and certain performance characteristics.

41. The proposed Representative Plaintiff and the Class reasonably relied on Volkswagen's implied warranties in purchasing and leasing the Affected Vehicles. As a direct result of Volkswagen's breach of these warranties, the proposed Representative Plaintiff and Class Members suffered significant damages, including, but not limited to, diminution of value of the Affected Vehicles.

Negligent Manufacture

42. The proposed Representative Plaintiff repeats each previous and subsequent allegation contained in this Statement of Claim as if fully stated here.
43. Volkswagen engaged in tortious conduct in manufacturing the Affected Vehicles to contain Defeat Devices deliberately designed to evade emissions testing, thereby manufacturing vehicles that do not conform to applicable emissions standards.
44. Volkswagen owed the proposed Representative Plaintiff and the Class a duty of care to manufacture vehicles that conformed to applicable emissions standards and that did not contain any prohibited defeat devices.
45. Volkswagen breached the standard of care by manufacturing the Affected Vehicles that do not, contrary to Volkswagen's assertions, emit pollutants within required standards, and that deliberately evade detection through the installation of prohibited Defeat Devices in the Affected Vehicles.
46. The proposed Representative Plaintiff and the Class have suffered harm and damages as a result of Volkswagen's negligent manufacturing of the Affected Vehicles, including but not limited to the payment of a substantial premium that was not warranted and the diminution of value of the Affected Vehicles in light of the presence of Defeat Devices.

Negligent Distribution, Marketing and Sale

47. The proposed Representative Plaintiff repeats each previous and subsequent allegation contained in this Statement of Claim as if fully stated here.
48. Volkswagen engaged in tortious conduct in distributing, marketing and selling the Affected Vehicles as “CleanDiesel” vehicles that not only satisfied applicable emissions tests, but in fact were environmentally superior to other diesel vehicles and had superior performance characteristics when in fact, Volkswagen had installed “Defeat Devices” into the Affected Vehicles to deliberately evade emissions testing.
49. Volkswagen owed the proposed Representative Plaintiff and the Class a duty of care to distribute, market and sell the Affected Vehicles in a manner that provided buyers and lessees with complete and accurate information concerning the emissions from the Affected Vehicles.
50. Volkswagen breached the standard of care by misinforming the proposed Representative Plaintiff and the Class as to the true characteristics of the Affected Vehicles, deliberately providing them with inaccurate and misleading information, failing to publicize the true characteristics of the Affected Vehicles, and engaging in an aggressive, systemic campaign to deliberately provide wholly inaccurate and improper information concerning the level of pollutants emitted by the Affected Vehicles.
51. The proposed Representative Plaintiff and the Class have suffered harm and damages as a result of Volkswagen’s negligent distribution, marketing and sale of the Affected Vehicles, including but not limited to the payment of a substantial premium that was not warranted and the diminution of value of the Affected Vehicles in light of the presence of Defeat Devices.

Negligent Misrepresentation

52. The proposed Representative Plaintiff repeats each previous and subsequent allegation contained in this Statement of Claim as if fully stated here.
53. Volkswagen owed the Representative Plaintiff and the Class a duty of care. Volkswagen breached the standard of care by making uniform false, inaccurate and/or misleading misrepresentations concerning the level of pollutants emitted by the Affected Vehicles, the conformity of the Affected Vehicles with applicable emissions standards, the fuel efficiency and performance characteristics of the Affected Vehicles, and the presence of prohibited Defeat Devices in the Affected Vehicles.
54. Volkswagen had actual knowledge that the proposed Representative Plaintiff and the Class relied on the uniform misrepresentations in purchasing or leasing the Affected Vehicles and in paying a substantial premium to do so, or alternatively it was reasonably foreseeable that they would so rely on them. The proposed Representative Plaintiff and the Class have suffered harm and damages as a result of Volkswagen's uniform negligent misrepresentations concerning the Affected Vehicles, including but not limited to the payment of a substantial premium that was not warranted and the diminution of value of the Affected Vehicles in light of the presence of Defeat Devices.
55. It was reasonably foreseeable that such reliance would result in loss and damage.

Unjust Enrichment

56. The proposed Representative Plaintiff repeats each previous and subsequent allegation contained in this Statement of Claim as if fully stated here.

57. Volkswagen voluntarily accepted and retained profits and benefits, derived from the proposed Representative Plaintiff and the Class, with full knowledge and awareness that, as a result of its conscious and intentional wrongdoing, they did not receive a product of the quality, nature or fitness that had been represented by Volkswagen or that the proposed Representative Plaintiff and Class Members, as reasonable consumers, expected.
58. As a result, Volkswagen was unjustly enriched with a loss to the proposed Representative Plaintiff and the Class. Volkswagen received the benefit of the premiums paid by the proposed Representative Plaintiff and the Class to purchase and lease the Affected Vehicles, on the strength of the deliberately false information they received from Volkswagen, as outlined in this claim. The proposed Representative Plaintiff and Class Members in fact enjoyed none of the purported benefits of the Affected Vehicles. The proposed Representative Plaintiff and Class Members suffered a corresponding loss, including but not limited to the substantial premium paid for the Affected Vehicles and the resulting diminution in value caused by Volkswagen's installation of Defeat Devices. There is no juristic reason for the enrichment. The unjust enrichment is a direct result of Volkswagen's deliberate, fraudulent and misleading conduct as pleaded herein.

V. DAMAGES

59. As a result of the Defendants' acts and omissions, the proposed Representative Plaintiff and Class Members have suffered or will suffer damages including:
- (a) Pecuniary losses;
 - (b) Diminished value of the Affected Vehicles;
 - (c) Mental distress, humiliation and frustration;
 - (d) Rental costs and other expenses while vehicle repairs are attempted;

- (e) Reduced performance and fuel economy after repairs;
- (f) Out-of-pocket expense in the form of the premium paid for the Affected Vehicles; and
- (g) Such further and other damages as may occur.

VI. PUNITIVE & EXEMPLARY DAMAGES

60. The acts and omissions of Volkswagen referred to herein have been conducted in a high-handed and reckless, intentional, fraudulent and/or grossly negligent manner and represented throughout an effort to engage in concealment, deceit and misrepresentation to Class Members. As a result of the conduct of Volkswagen and its acts and omissions referred to herein, an award of punitive damages to uphold the behaviour modification objective of class actions, to protect consumers and to punish and deter wrongful corporate conduct is entirely warranted.

VII. RELIEF SOUGHT

61. The proposed Representative Plaintiff, on his own behalf and on behalf of the Class, repeats the foregoing paragraphs and seeks as relief the following:
- (a) an order certifying this proceeding as a class proceeding pursuant to the *Class Proceedings Act*, S.N.S. 2007, c. 28 and appointing James Jenkins as Representative Plaintiff for the Class and any appropriate subclass thereof;
 - (b) a declaration that Volkswagen knowingly or recklessly made a representation to the public that was false or misleading in a material respect, contrary to the provisions of the *Competition Act*;
 - (c) compensation and/or damages including:
 - (i) Diminished value of the Affected Vehicles;
 - (ii) Rental and other expenses during attempted repairs;
 - (iii) Reduced vehicle performance and operation;
 - (iv) Out-of-pocket expenses;
 - (v) Refund of the premium paid for Affected Vehicles; and
 - (vi) Mental distress, humiliation, and frustration.

- (d) An Order for the aggregate assessment of money relief and distribution therefore to the proposed Representative Plaintiff and Class Members;
- (e) punitive damages;
- (f) interest pursuant to the *Judicature Act*;
- (g) costs; and
- (h) such further and other relief as this Honourable Court deems just.

PLACE OF TRIAL: Halifax, Nova Scotia

DATED at Halifax, Nova Scotia this 27th day of November, 2015.



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