

C A N A D A

PROVINCE OF QUEBEC
DISTRICT OF MONTREAL

NO: 500-06-000870-176

(Class Action)
SUPERIOR COURT

MUSTAPHA MAHMOUD, [REDACTED]
[REDACTED]

and

SHAY ABICIDAN, [REDACTED]
[REDACTED]

Applicants

-VS-

AMEX BANK OF CANADA, legal person
having its principal establishment at 800 René-
Lévesque boulevard West, Montreal, district of
Montreal, Province of Quebec, H3B 1X9

and

BANQUE DE MONTRÉAL, legal person having
its principal establishment at 119 Saint-Jacques
Street, Montreal, district of Montreal, Province
of Quebec, H2Y 1L6

and

THE TORONTO-DOMINION BANK, legal
person having its principal establishment at
1350 René-Levesque boulevard West, 6th
Floor, Montreal, district of Montreal, Province of
Quebec, H3G 1T4

and

**JPMORGAN CHASE BANK, NATIONAL
ASSOCIATION**, legal person having its
principal establishment at 1501 McGill College
avenue, Montreal, district of Montreal, Province
of Quebec, H3A 3M8

and

ROYAL BANK OF CANADA, legal person having its head office at 1 Place Ville Marie, Montreal, district of Montreal, Province of Quebec, H3B 3A9

and

CANADIAN IMPERIAL BANK OF COMMERCE, legal person having its principal establishment at 1155 René-Lévesque boulevard West, Montreal, district of Montreal, Province of Quebec, H3C 3B2

and

THE BANK OF NOVA SCOTIA, legal person having a principal establishment at 1002 Sherbrooke Street West, district of Montreal, Province of Quebec, H3A 3L6

and

LAURENTIAN BANK OF CANADA, legal person having a principal establishment at 1981 McGill College avenue, district of Montreal, Province of Quebec, H3A 3K3

and

FÉDÉRATION DES CAISSES DESJARDINS DU QUÉBEC, legal person having its head office at 100, rue des Commandeurs, Lévis, district of Québec, Province of Québec, G6V 7N5

Defendants

TO THE HONOURABLE PIERRE-C. GAGNON, J.C.S., ACTING AS THE DESIGNATED JUDGE IN THE PRESENT CASE, YOUR APPLICANTS STATE AS FOLLOWS:

I. GENERAL PRESENTATION

A) THE ACTION

1. Bill 60, *An Act to amend the Consumer Protection Act and other legislative provisions*, First Session, Thirty-ninth Legislature, Quebec, S.Q. 2009, chapter 51, came into force on June 30th, 2010, after being assented to on December 4th, 2009 (hereinafter “**Bill 60**”);
2. One of the amendments provided for in Bill 60 was the addition of paragraph c to article 230 of the *Consumer Protection Act* (hereinafter “**CPA**”), which now stipulates the following:

230. No merchant, manufacturer or advertiser may, by any means whatever, [...]

(c) require that a consumer to whom he has provided services or goods free of charge or at a reduced price for a fixed period send a notice at the end of that period indicating that the consumer does not wish to obtain the services or goods at the regular price.

3. On November 10, 2009, Kathleen Weil, Quebec’s Minister of Justice at the time, said the following prior to adopting paragraph c of section 230 CPA:

*La modification proposée a **pour objet d'interdire la pratique visant à obliger un consommateur à faire une démarche pour éviter d'être lié par contrat** avec un commerçant relativement à un bien ou un service que ce dernier lui a fourni gratuitement ou à prix réduit pendant une **période de promotion**.*

[our emphasis underlined in bold].

4. In his book, *Droit de la protection du consommateur - Théorie et pratique*, Professor Pierre-Claude Lafond writes the following concerning paragraph c of section 230 CPA:

Désormais, le commerçant ne peut plus exiger du consommateur, à qui il a fourni un bien ou un service gratuitement ou à prix réduit (ex. : boîte vocale gratuite pendant les 3 premiers mois), un avis indiquant qu’il ne souhaite pas continuer à le recevoir au prix courant. Il ne peut plus présumer que le consommateur est d’accord pour continuer à bénéficier du bien ou du service et pour payer.

5. Applicants allege[...] that during the Class Period, all of the Defendants carry on their business in violation of paragraph c of section 230 of the CPA;

5.1 Additionally, the Defendants (save for BMO for a period) who are institutions within the meaning of article 1 of the *Negative Option Billing Regulations*, SOR/2012-23, (the “**NOBR**”) fail to comply with the disclosure requirement provided for at section 8(2)(a) NOBR that provides as follows concerning promotional and introductory offers such as the “*no annual fee for the first year*” introductory offer in dispute in the present class action (the Applicant had already alleged this specific failure of the Defendants not to send a “***subsequent disclosure statement at least 30 days before the expiry of the promotional period***” at paragraph 21.1 of his Amended Application to Authorize dated December 31, 2018 and which none of the Defendants opposed):

8 (2) If a person agrees to a promotional, preferential, introductory or special offer for an optional product or service, the institution must disclose to the person in a **subsequent disclosure statement**

(a) **not less than 30 days before the expiry** of an offer that comes to an end after a set period of time, the date on which the offer will come to an end and the charges that will be imposed for use of the product or service after that date;

6. Consequently, Applicants wish[...] to institute a class action on behalf of the following class of which they are members, namely:

Class:

All consumers who since July 4th, 2013 (the “**Class Period**”), were charged an annual fee for their credit card, which was preceded by a determined period during which the annual fee was either waived (free) or discounted and then automatically renewed for an indeterminate term at the regular price as of July 4th, 2013;

(hereinafter referred to as “**Class**”)

or any other Class to be determined by the Court;

II. THE DEFENDANTS AND THEIR VIOLATIONS OF SECTION 230 (c) CPA;

7. Defendants Amex Bank of Canada (“**Amex**”), Banque de Montréal (“**BMO**”), The Toronto-Dominion Bank (“**TD**”), JPMorgan Chase Bank National Association (“**Chase**”), Royal Bank of Canada (“**RBC**”), Canadian Imperial Bank of Commerce (“**CIBC**”), Bank of Nova Scotia (“**Scotia**”), Fédération des Caisses

Desjardins du Québec (“**Desjardins**”) and the Laurentian Bank of Canada (“**Laurentian**”) are merchants carrying on in the financial services industry as credit card issuers, among the other services they provide. All have a principal establishment in the judicial district of Montreal, as it appears from extracts of the CIDREQ, disclosed *en liasse* as Applicant’s **Exhibit P-1**;

8. The Defendants are “merchants” within the meaning of the *CPA* and their activities are governed by this legislation, among others. Additionally, all of the Defendants (save for Desjardins) are “institutions” within the meaning of article 1 NOBR and must comply with its requirements;
9. Defendants’ online presence enables them to enter into distance contracts with Class members and thus carry on business in the province of Quebec;
10. Class members can also contract with the Defendants by other means, such as by telephone, in their banks or at their kiosks;
11. During the Class Period, Amex, BMO, TD, Chase, RBC, CIBC, Scotia, Desjardins and Laurentian have advertised and issued credit cards to Class members with an introductory offer whereby they offer their respective credit cards either free of charge or at a reduced-price for the first year (that is, they waived the annual fee or a portion thereof) and thereafter automatically charged Class members annual fees (i.e. the Regular Price) ranging from \$39 and up for each subsequent year (unless the Class member called in to cancel or “downgrade” to an option with no annual fees as explained at paragraph 21.7 below);
12. For **Amex**, Applicants have identified the following credit cards offering the first year free of charge and then automatically charging an annual fee for an indeterminate term, as it appears *en liasse* from **Exhibit P-2**:
 - a) *Amex Express Gold Rewards Card* (\$150 per year);
 - b) *American Express AeroPlus Gold* (\$150 per year);
 - c) *American Express AIR MILES Platinum Credit Card* (\$65 per year),
13. For the **BMO**, Applicants have identified the following credit card offering the first year free of charge and then automatically charging an annual fee for an indeterminate term, as it appears from **Exhibit P-3**:
 - a) *BMO World Elite MasterCard* (\$150 per year);
14. For the **TD**, Applicants have identified the following credit cards offering the first year free of charge and then automatically charging an annual fee for an indeterminate term, as it appears *en liasse* from **Exhibit P-4**:
 - a) *TD Aeroplan Visa Infinite Card* (\$120 per year);

- b) *MBNA Rewards World Elite MasterCard* at \$89 per year (MBNA is a division of the TD and the MBNA trademark is property of the TD);
15. For the **RBC**, Applicants have identified the following credit card offering the first year free of charge and then automatically charging an annual fee for an indeterminate term, as it appears from **Exhibit P-5**:
- a) *RBC Visa Infinite Avion Card* (\$120 per year);
16. For the **CIBC**, Applicants have identified the following credit cards offering the first year free of charge and then automatically charging an annual fee for an indeterminate term, as it appears from the CIBC document titled “20,000 Bonus Aventura Points/Aeroplan Miles and Annual Fee Rebate Offer (January 1st to March 31st, 2014)” and screen captures from the CIBC website, disclosed *en liasse* as **Exhibit P-6**:
- a) *CIBC Aerogold Visa Infinite* (\$120 per year);
 - b) *CIBC Aerogold Visa Card* (\$120 per year);
 - c) *CIBC Aventura Visa Infinite Card* (\$120 per year);
 - d) *CIBC Aventura Gold Visa Card* (\$120 per year);
 - e) *CIBC Dividend Visa Infinite Card* (\$99 per year);
 - f) *CIBC Dividend Platinum Visa Card* (\$99 per year);
17. For **Scotia**, Applicants have identified the following credit cards offering the first year free of charge and then automatically charging an annual fee for an indeterminate term, as it appears *en liasse* from **Exhibit P-7**:
- a) *Scotia Momentum Visa Infinite Card* (\$99 per year);
 - b) *Scotiabank Gold American Express Card* (\$99 per year);
 - c) *Scotiabank American Express Card* (\$39 per year);
 - d) *Scotiabank GM Visa Infinite Card* (\$79 per year);
18. For **Laurentian**, Applicants have identified the following credit cards offering the first year free of charge and then automatically charging an annual fee for an indeterminate term, as it appears *en liasse* from **Exhibit P-8**:
- a) *Laurentian Bank Visa Infinite* (\$130 per year);
 - b) *Visa EXPLORE* (\$110 per year);
 - c) *Visa DOLLARS* (\$65 per year);

19. For **Chase**, Applicants have identified the following credit card offering the first year free of charge and then automatically charging an annual fee for an indeterminate term, as it appears from **Exhibit P-9**:
 - a) *Marriott Rewards Premier Visa* (\$120 per year); Chase mentions that the credit card will be charged annually thereafter, whether Class members activated it or not;
20. For Desjardins, Applicant has identified the following credit card offering the first 2 years free of charge and then automatically charging an annual fee for an indeterminate term, as it appears from **Exhibit P-13**:
 - a) *Visa Desjardins Odyssey™ Gold card* (which offered no annual fee for the first two years but then automatically charged Class members \$110 each year thereafter).
21. All of the Defendants entice Class members to contract with them by providing their credit cards free of charge for a Fixed Period (generally for the first year), but then automatically start charging Class members the Regular Price if the Class members didn't take steps to either renegotiate or cancel their contracts;

III. THE "INSTITUTION" DEFENDANTS AND THEIR VIOLATIONS OF s. 8(2)(a) NOBR;

- 21.1 Additionally, it appears that none of the Defendants (save for BMO for a period of time as of 2016) sent Class members a subsequent disclosure statement at least 30 days before the expiry of the promotional period (which is [...] a fixed 1 [...] year period [...]), disclosing the date on which the free offer (i.e. no annual fee) will come to an end and the charges that will be imposed for use of the credit card (i.e. the annual fee) after that date. A copy of the BMO's disclosure statement is disclosed herewith as **Exhibit P-14** (Applicants cannot confirm whether BMO only started sending these statements after the initial class action application making these allegations was filed on July 4, 2016);
- 21.2 The Defendants subject to the NOBR will try to argue that s. 8(2)(a) does not apply because the annual fees they charge after the introductory offer period are not on account of an "optional product or service" as defined in s. 1 NOBR;
- 21.3 The Applicants' position – supported by objective evidence given to them by the Defendants representatives themselves – is that the additional "perks" or services (such as travel insurance, automobile insurance and extended insurance on purchases to name a few) that they receive in exchange for the annual fees they pay to the Defendants can only be qualified in fact and in law as "optional";
- 21.4 First, it is important to properly qualify the "primary financial product or service" offered by Defendants to Class members as "an open credit contract" or "credit

card contract” as defined in section 118 of the *Consumer Protection Act* (the second paragraph of this section provides that “*Open credit contracts include credit card contracts*”);

- 21.5 Second, the reason that these annual fees can only be qualified as “optional” is because, at any time, Class members can “downgrade” from the *credit card contract* (that is accessible to them by way of a plastic card with a catchy name such as “*gold*”, “*elite*” or “*infinite*” to name a few) where the Defendants are charging them annual fees and can opt for another plastic card – with a less catchy name – but for the **exact same credit card contract** and that has no annual fees;
- 21.6 Since the primary financial product or service is the *credit card contract*, it follows that any other products or services from which Class members have the option to opt-out from (all the while continuing to use the same *credit card contract*) can only be qualified as optional and covered by s. 8(2)(a) NOBR;
- 21.7 To demonstrate that his legal syllogism applies to each Defendant (save for Amex), on January 23rd and 29th, 2020, the Co-Applicant recorded his phone calls with the customer service centres for the Defendants listed in the chart below:

Defendant	Date	Transcript
CIBC	January 23, 2020	Exhibit P-19;
BMO	January 29, 2020	Exhibit P-20;
RBC	January 29, 2020	Exhibit P-21;
TD	January 29, 2020	Exhibit P-22;
SCOTIA	January 29, 2020	Exhibit P-23;
LAURENTIAN	January 29, 2020	Exhibit P-24;
AMEX	January 29, 2020	Exhibit P-25;

- 21.8 As it appears from these recordings (which will be transcribed and filed for the authorization hearing as Exhibits P-19 to P-25) all of the “institution” Defendants (save for Amex) confirmed that:
- a) Class members can “downgrade” at any time from a credit card with an annual fee to a credit card with no annual fee;
 - b) Class members **do not** have to go through a credit application in order to “downgrade” to this credit card with no annual fee;
 - c) the credit limit of the Class members would remain the exact same after the “downgrade” to a credit card with no annual fee; and
 - d) the representative of the Laurentian expressly referred to the different types of credits cards as “options” (that have advantages such as

“insurance” – which are part of the annual fees that Class members pay for and which are being claimed back by Class members when s. 8(2)(a) is not complied with by Defendants).

21.9 The four points above are pertinent because of sections 119.1, 120 and especially 121 CPA which provide:

119.1. A credit card application form or the accompanying documents must contain or state the following:

...

120. No person may issue or send a credit card to a consumer unless the consumer has **applied for it in writing.**

121. Section 120 does not apply to the renewal or replacement, **on the same conditions**, of a credit card which the consumer has applied for or used...

21.10 By not requiring Class members to make an application to “downgrade” or opt for a credit card with no annual fees, all of the “institution” Defendants (save for Amex) recognize that the “downgrade” is for the **same credit card contract** and on the same conditions (and, if fact, all that the banks are doing is replacing the “wrapping paper” on the physical plastic card – with the *catchy* brand name – for another “wrapping paper” and plastic card that gives access to the **same credit card contract**, only without the options – including insurance – that come with paying the annual fee);

21.11 In light of the above, the “institution” Defendants had a legal obligation to send the disclosure statement provided for by s. 8(2)(a) and committed a fault by not doing so (save for the BMO for at least a portion of the Class Period);

21.12 The Applicants consent in advance to the “institution” Defendants adducing evidence proving that the disclosures (similar to the BMO’s in Exhibit P-14 as of September 2016) were sent in compliance with s. 8(2)(a) during the entire class period. The Applicants also consent in advance to Amex confirming that its practice concerning “downgrading” from a “*credit* card” with an annual fee to a “*charge* card” with no annual fee (as it appears from Exhibit P-25) was the same throughout the Class Period;

IV. RECAP

22. The Applicants’ position is that all of the Defendants violate paragraph c of section 230 CPA by private agreement and that the “institution” Defendants do not comply with s. 8(2)(a) NOBR (save for Amex and the BMO for a period);

23. Quebec consumer law is a matter of protective public order and section 230 c)

CPA could apply to this specific practice in this specific industry, especially when read together with s. 8(2)(a) NOBR;

24. As a result of the foregoing, the Applicants and Class members are justified in claiming compensatory damages, as well as punitive damages based on repeated violations of paragraph c of section 230 *CPA* pursuant to section 272 *CPA* and damages against the “institution” Defendants for non-conformity with s. 8(2)(a) NOBR pursuant to articles 1434 and 1458 C.C.Q.;

V. CONDITIONS REQUIRED TO AUTHORIZE THIS CLASS ACTION AND TO APPOINT THE STATUS OF REPRESENTATIVE PLAINTIFFS (SECTION 575 C.C.P.):

A) THE FACTS ALLEGED APPEAR TO JUSTIFY THE CONCLUSIONS SOUGHT

Applicant Mahmoud’s Claim against Desjardins

25. The circumstances leading up to Applicant contracting with Desjardins for the *Visa Desjardins Odyssey™ Gold* credit card are detailed in the following paragraphs;
26. Around the month of September 2011, Applicant was a student shopping for a credit card and saw advertising online by Desjardins concerning its *Desjardins Odyssey™ Gold* credit card;
27. [...];
28. Around the month of September 2011, Applicant decided to apply for the *Desjardins Odyssey™ Gold* credit card because: (i) he saw Desjardins’ advertisement; (ii) he needed a credit card; and (iii) he was enticed by Desjardins’ offer to waive the \$110.00 annual fee for 2 years, which Desjardins did by charging him 100% of the annual fee on **October 14, 2011** and refunding him 100% of that amount in the form of Desjardins “Bonidollars” that same day (the “frais annuels” indicates \$140.00 because Applicant agreed to pay \$30 per year to receive a lower interest on his credit card – he does not claim this latter amount and claims only the \$110.00 annual charge each year);
29. Desjardins approved the Applicant’s credit application in September 2011 and issued him the *Desjardins Odyssey™ Gold* credit card ending in 5004 in his name, Applicant disclosing his first *Desjardins Odyssey™ Gold* credit card statement dated October 28th to November 23rd, 2011, as **Exhibit P-15**;
30. Applicant began using his *Desjardins Odyssey™ Gold* credit card on or around September 30th, 2011;
31. Indeed, as it promised, Desjardins did not charge Applicant the annual fee of \$110.00 (hereinafter the “**Regular Price**”) for the first two years (hereinafter the

“**Fixed Period**”), as it appears from the “PROG. BONIDOLLARS – SANS FRAIS 2 ANS” credit in the amount of \$110.00 on his first credit card statement, Exhibit P-15, and the credit appearing on the statement he received the following year dated September 27th, 2012 to October 23rd, 2012, disclosed as **Exhibit P-16**;

- 31.1 Desjardins provided its service to Applicant free of charge for the Fixed Period;
32. At the end of the Fixed Period (on or around September 16th, 2013), Applicant did not send a notice to Desjardins indicating that he does not wish to obtain the *Desjardins Odyssey™ Gold* at Desjardins’ Regular Price;
- 32.1 Moreover, Desjardins never sent Applicant a subsequent disclosure statement at least 30 days before the expiry of the second year, disclosing the date on which the promotional fee offer comes to an end and that an annual fee of \$110.00 will automatically be charged to him after that date;
33. At the end of the Fixed Period, on September 16th, 2013, Desjardins posted a charge to Applicant’s account, which it describes as “**FRAIS ANNUELS**”, in the amount of **\$110.00**, Applicant disclosing his *Desjardins Odyssey™ Gold* credit card statement dated September 27th to October 23rd, 2013, as **Exhibit P-17**;
34. By this time, the balance on Applicant’s *Desjardins Odyssey™ Gold* credit card statement was \$5,545.63, while Applicant owed Desjardins \$48.34 on account of interest for that month and \$110.00 on account of the Annual Fee, as it appears from [...] Exhibit P-17 (note that the amount on the statement is \$140.00 because it includes the \$110.00 annual fee plus the \$30.00 annual fee to secure a lower interest rate);
- 34.1 The prejudice to Applicant initially occurred on September 16th, 2013, which is less than 3 years prior to the initial filing of this case on July 4th, 2016 (see judgment dated July 13, 2017 in C.S.M. file #500-06-000798-161 allowing the discontinuance of the bank Defendants);
- 34.2 The prejudice to Applicant (including the violation of his rights under the CPA which is a prejudice in and of itself) is ongoing and continued each year thereafter (in 2014, 2015, 2016, 2017 and 2018), as it appears from the most recent \$110.00 “Frais Annuels” charged to his account on **July 11, 2018**, Applicant disclosing his *Desjardins Odyssey™ Gold* credit card statement dated July 30, 2018 as **Exhibit P-18**;
35. Desjardins unlawfully presumed that the Applicant agreed to pay the Regular Price for the Annual Fee after the Fixed Period;
36. Since Desjardins automatically charged Applicant \$110.00 on account of “**FRAIS ANNUELS**” beginning 2013 and every year thereafter (up until 2018), the violation is repeated each year and the prejudice to Applicant is ongoing such that the prescription clock is renewed each year that he was automatically and unlawfully charged the annual fee;

37. [...];
38. [...];
39. Desjardins' requirement that the Applicant take steps on his own after the 2-year Fixed Period, to avoid being charged Desjardins' Regular Price thereafter, is illegal and in violation of paragraph c of section 230 CPA;
40. The Applicant never cancelled his *Desjardins Odyssey™ Gold* credit card because: (i) he needs a credit card; (ii) overall, he is satisfied with the product, save for paying the Annual Fee; (iii) it is complicated and time consuming to apply for and switch credit cards (which also requires a credit check which could negatively impact ones credit score); and (iv) he was under the impression that financial institutions comply with the law;

(i) Applicant's claim for compensatory damages (ss. 230 c) and 272 c) CPA)

41. Applicant has suffered ascertainable loss as a result of Desjardins' misconduct and failure to comply with paragraph c of section 230 CPA, including, but not limited to: (i) overpayment in the amount of \$660.00 (\$110.00 times six years); and (ii) the interest accrued thereon on his *Desjardins Odyssey™ Gold* credit card balance;
42. Applicant benefits from an absolute presumption of prejudice because:
 - a) Applicant is a consumer within the meaning of the CPA;
 - b) Desjardins is a merchant within the meaning of the CPA;
 - c) Desjardins required Applicant to advise them after the Fixed Period that he did not wish to receive their services at Desjardins' Regular Price, otherwise they would automatically charge him the Annual Fee of \$110.00;
 - d) Applicant saw Desjardins' representations concerning the *Desjardins Odyssey™ Gold* credit card online;
 - e) After seeing Desjardins' representations, Applicant applied for the *Desjardins Odyssey™ Gold* credit and entered into a consumer contract with Desjardins;
 - f) There existed a sufficient nexus between the content of Desjardins' representation and the services covered by the contract (Desjardins' practice influenced the Applicant's behavior with respect to the formation of the contract);
43. Notwithstanding the paragraph above, it is respectfully submitted that the issue of whether there was a violation of paragraph c of section 230 CPA must be

addressed objectively, and there is no reason to assess whether the Applicant and the Class members understood the various elements of the annual fee waiver or whether they were misled. It is thus irrelevant to consider whether a consumer, even a credulous and inexperienced one, would have understood that the annual fee for the third year would be charged in the amount \$110.00 if they did not proactively notify Desjardins that they did not wish to be charged the Regular Price after the Fixed Period;

44. Applicant's damages are a direct and proximate result of Desjardins' misconduct;

(ii) Applicant's claim for punitive damages (ss. 230 c) and 272 CPA)

45. Desjardins attracts its customers by offering to provide its service free for the initial 2-year Fixed Period;
46. The caveat is that when the Fixed Period comes to end, Class members who forget or omit to take affirmative steps to cancel their credit card will automatically be charged the Regular Price (i.e. the annual fee of \$110.00);
47. Although Class members can cancel anytime, the reality is that Class members end up depending on their credit cards – and the Defendants are very well aware of this fact;
48. Most Class members carry balances over each month enabling Desjardins and the other Defendants to generate substantial aggregate revenues on account of interest and the annual fees;
49. Desjardins' overall conduct before, during and after the violation, was lax, careless, passive and ignorant with respect to consumers' rights and to their own obligations;
50. In this case, Desjardins - and all the other Defendants - breach and continue to breach the *CPA*, without any explanation, for a significant period;
51. This complete disregard for consumers' rights and to their own obligations under the *CPA* on the part of the Desjardins (as well as the other Defendants) is in and of itself an important reason for this Court to enforce measures that will punish the Defendants, as well as deter and dissuade other entities – both local and foreign - from engaging in similar reprehensible conduct to the detriment of Quebec consumers;
52. The reality is that the Desjardins' and the other Defendants' revenues – which are likely in the billions of dollars during the Class Period – would be substantially and adversely affected if they would not charge the Regular Price to Class members who never advised them that they do not wish to obtain the services at the Regular Price after the Fixed Period;

53. [...];
54. The punitive damages provided for in section 272 CPA have a preventive objective, that is, to discourage the repetition of such undesirable conduct;
55. [...];
56. Desjardins demonstrated through its behavior (before, during and after the violation) that it was more concerned about its bottom line than about consumers' rights and their own obligations under the CPA;
57. In these circumstances, Applicant's claim for both compensatory and punitive damages against Desjardins is justified;

Co-Applicant Abicidan's Claim against CIBC

- 57.1 In December 2016, Mr. Abicidan applied for an open credit contract (i.e. a credit card contract as defined at s. 118 CPA) and was issued the CIBC Aventura Visa Infinite Card by Defendant CIBC;
- 57.2 The CIBC was offering an introductory promotional offer at the time of Mr. Abicidan's application;
- 57.3 The CIBC's introductory promotional offer was that if a person agreed to a credit card contract, the CIBC would waive the annual fee of \$120.00 that it charges for the options that it gives people who choose to pay for its CIBC Aventura Visa Infinite Card (as opposed to people who agree to a credit card contract and choose a card that does not have any annual fees and comes with less or no options, such as the CIBC Dividend Visa Card);
- 57.4 The CIBC waived the annual fee of \$120.00 for Mr. Abicidan's CIBC Aventura Visa Infinite Card, as it appears from a copy of his December Statement disclosed as **Exhibit P-26**;
- 57.5 The options that come with the CIBC Aventura Visa Infinite Card for an annual fee of \$120.00 include what the CIBC advertises as "Valuable **insurance** included with your card", notably the following types of insurance, as it appears from a screen capture of CIBC's website as of January 30, 2020, **Exhibit P-27**:
 - a) Out-of-Province Emergency Travel Medical Insurance;
 - b) Flight Delay and Baggage Insurance;
 - c) Trip Cancellation and Trip Interruption Insurance;
 - d) Auto Rental Collision and Loss Damage Insurance;

- e) \$500,000 Common Carrier Accident Insurance;
- f) Purchase Security and Extended Protection Insurance;
- g) Hotel Burglary Insurance; and
- h) Mobile Device Insurance.

57.6 The inclusion of such a menu of different types of insurance received in consideration of the annual fee of \$120.00 is relevant because the Financial Consumer Agency of Canada gives only some types of insurance as examples of “optional product or service”, Applicants disclosing the Government of Canada’s webpage titled “Giving your express consent for financial products and services”, as **Exhibit P-28** (all of the Defendants offer similar types of insurance on account of the annual fees they charge and the Applicants consent in advance to the Defendants adducing into evidence all of the “perks” that come with paying the annual fees);

57.7 The CIBC never sent Mr. Abicidan a subsequent disclosure statement at least 30 days before the expiry of the one-year promotional period disclosing the date on which the free offer (i.e. no annual fee) will come to an end and the charges that will be imposed for use of the *CIBC Aventura Visa Infinite Card* after that date (such as the one the BMO sends since at least September 2016, **Exhibit P-14**), in violation of s. 8(2)(a) NOBR;

57.8 We reemphasize that the annual fee of \$120.00 is optional because it is not charged on account of Mr. Abicidan’s *credit card contract*, rather for options – including eight (8) different types of insurances – that come with a plastic card labelled “*CIBC Aventura Visa Infinite Card*”. Indeed, his phone conversation with the CIBC (**Exhibit P-19**) confirms that the CIBC would not charge Mr. Abicidan anything at all for the **exact same and existing credit card contract** (i.e. primary product or service) if he chose the option of having another plastic card labelled the “*Classic Dividend Card*”, for instance;

57.9 On December 22nd, 2017, the CIBC charged Mr. Abicidan \$120.00 for the “annual fee”, despite never sending him the disclosure required under s. 8(2)(a) NOBR until this day;

57.10 To date, the CIBC has charged Mr. Abicidan the amount \$360.00 (\$120.00 x 3 years) on account of annual fees for the option (i.e. choosing the *CIBC Aventura Visa Infinite Card* as opposed to the *Classic Dividend Card*) that is available with his *credit credit contract*;

57.11 Therefore, until such time that the CIBC remedies its breach for subsequent years by sending the disclosure, Mr. Abicidan is entitled to claim a reimbursement of \$120.00 per year for past years pursuant to articles 1434 and 1458 C.C.Q.;

57.12 Finally, Mr. Abicidan's claim pursuant to section 230c) CPA is the same as detailed above in Mr. Mahmoud's section and we refer to those allegations *mutatis mutandis* to avoid repetition and to lighten the text;

B) THE CLAIMS OF THE MEMBERS OF THE CLASS RAISE IDENTICAL, SIMILAR OR RELATED ISSUES OF LAW OR FACT:

58. All Class members, regardless of which of the Defendants they contracted with, have a common interest both in proving the commission of a prohibited businesses practice (the violation of paragraph c of section 230 CPA in the present case and non-compliance with s. 8(2)(a) NOBR concerning the "institution" Defendants) by all of the Defendants and in maximizing the aggregate of the amounts unlawfully charged to them by Defendants;
59. The nature of the interest necessary to establish the standing of the Applicants must be viewed from the perspective of the common interest of the proposed Class and not solely from the perspective of the representative plaintiffs;
60. In this case, the legal and factual backgrounds at issue are common to all the members of the Class, namely whether the Defendants who automatically charged the Regular Price after the Fixed Period violate paragraph c of section 230 CPA and whether the "institution" Defendants fail to comply with s. 8(2)(a) NOBR);
61. The claims of every member of the Class are founded on very similar facts to the Co-Applicant's claim against Desjardins and the Co-Applicant's claim against CIBC;
62. Requiring a separate class action against each Defendant based on very similar questions of fact and identical questions of law would be a waste of resources;
63. Every member of the Class applied for and received a credit card free of charge (i.e. the annual fee waived) for a Fixed Period from one of the Defendants and was required to advise one of the Defendants at the end of the Fixed Period that they did not wish to pay the Regular Price (they were automatically charged the Regular Price each year by the Defendants if they failed to advise them) or did not receive the disclosure pursuant to s. 8(2)(a) from one of the "institution" Defendants;
64. The same legal issues are present in the action of each Class member against each Defendant (each Defendant faces more or less the same issues regarding the interpretation and application of paragraph c of section 230 CPA and the "institution" Defendants face the same issues regarding s. 8(2)(a));
65. By reason of Defendants' unlawful conduct, Applicants and members of the Class have suffered damages, which they may collectively claim against the Defendants;

66. Although the Applicants themselves do not have a personal cause of action against, or a legal relationship with, each of the Defendants, the Class contains enough members with personal causes of action against each Defendant;
67. The facts and legal issues of the present action support a proportional approach to class action standing that economizes judicial resources and enhances access to justice;
68. Every member of the Class has suffered damages equivalent to the Regular Price charged by Defendants after the Fixed Period during which Defendants initially offered their services free of charge (as well as the interest on these amounts) [...];
69. The questions of fact and law raised and the recourse sought by this Application are identical with respect to each member of the Class;
70. In taking the foregoing into account, all members of the Class are justified in claiming the sums which they unlawfully overpaid to Defendants, as well as punitive damages pursuant to section 272 CPA;
71. Each Class member is justified in claiming at least one or more of the following as damages:
 - Overpayment of the fees which were automatically charged each year by Defendants at the Regular Price after the Fixed Period;
 - [...]
 - Punitive damages;
72. All of the damages to the Class members are a direct and proximate result of the Defendants' misconduct;
73. Individual questions, if any, pale by comparison to the numerous common questions that are significant to the outcome of the present Application;
74. The damages sustained by the Class members flow, in each instance, from a common nucleus of operative facts, namely, Defendants' requirement that Class members advise them that they do not wish to pay the Regular Price (instead of the inverse), and if Class members do not advise, Defendants automatically and unlawfully charge them at the Regular Price after the Fixed Period (and in the case of the "institution" Defendants without sending the disclosure under s. 8(2)(a));
75. **The recourses of the Class members raise identical, similar or related questions of fact or law, namely:**
 - a) Do Defendants violate paragraph c of section 230 CPA?

- b) Are Class members entitled to compensatory damages and, if so, in what amounts?
- c) Are Defendants responsible to pay punitive damages to Class members and, if so, in what amount?
- d) When does prescription start for Class members and what are the factors common to the Group members regarding the impossibility in fact to act?
- e) Do the “institution” Defendants violate s. 8(2)(a) of the *Negative Option Billing Regulations*, SOR/2012-23, and, if so, are Class members entitled to damages?

C) THE COMPOSITION OF THE CLASS

- 76. The composition of the Class makes it difficult or impracticable to apply the rules for mandates to take part in judicial proceedings on behalf of others or for consolidation of proceedings;
- 77. Combined, the Defendants undoubtedly have issued hundreds of thousands of credit cards and other financial products to Class members across the province of Quebec using the contested practice;
- 78. The number of persons included in the Class is likely in the hundreds of thousands in the province of Quebec (many members may have claims against multiple Defendants and for multiple services);
- 79. The names and addresses of all persons included in the Class are not known to the Applicants, however, are in the possession of the Defendants;
- 80. Moreover, the information concerning the other types of credit cards and services offered by Defendants by means of the contested practice during the Class Period (which would help identify other Class members) are not all known to Applicants, however, is in the possession of the Defendants;
- 81. Class members are very numerous and are dispersed across the province, across Canada and elsewhere;
- 82. These facts demonstrate that it would be impractical, if not impossible, to contact each and every Class member to obtain mandates and to join them in one action;
- 83. In these circumstances, a class action is the only appropriate procedure for all of the members of the Class to effectively pursue their respective rights and have access to justice without overburdening the court system;

D) THE CLASS MEMBERS REQUESTING TO BE APPOINTED AS REPRESENTATIVE PLAINTIFFS ARE IN A POSITION TO PROPERLY REPRESENT THE CLASS MEMBERS

84. Applicants requests that they be appointed the status of representative plaintiffs;
85. Applicants are both members of the Class, however Mr. Mahmoud contracted with Desjardins (which is the only Defendant not subject to the NOBR), while Mr. Abicidan contracted with the CIBC and would therefore be the only of the two Applicants to have standing on the s. 8(2)(a) NOBR issue;
86. Applicant Mr. Mahmoud is a criminal attorney and practices in this field;
87. Around the month of September 2018, Mr. Mahmoud was made aware that the previous proposed class representative was no longer able to continue leading this case and was happy to substitute him so that he can assist Class members in obtaining compensation for what he considers to be a violation of s. 230c) CPA;
88. Prior to that date, Applicant was aware of S.C.M. file no. 500-06-00798-161 and kept informed of the developments in the case, including having read the Appellant's Brief, as well as reviewing the Respondents' Briefs which were notified on December 17 and 18, 2018;
- 88.1 However, on November 15, 2019, the Court of Appeal did not agree with the Applicant's interpretation – but this was in the context of a case involving Defendants in an entirely different industry and where there was no equivalent of s. 8(2)(a) NOBR;
- 88.2 Notwithstanding the preceding paragraph, in the event that this honourable Court does not find a distinction in the facts of the present case and arrives at the same conclusion concerning the application of article 230c) CPA concerning the facts and legal issues in this case, Mr. Abicidan would still be in a position to adequately represent Class members who contracted with the "institution" Defendants concerning their non-compliance with s. 8(2)(a) NOBR, whereas Mr. Mahmoud would not;
- 88.3 It is therefore in the interest of class members (notably concerning the starting point for prescription for the NOBR claim) and justice to allow the present case to proceed with two Applicants;
89. Applicants also spoke to friends and realized that others encountered similar experiences with banks (that is that they too were automatically charged the Regular Price after the promotional period, or that they never received the disclosure required under s. 8(2)(a) NOBR;
90. Applicant was initially under the impression that this is how things were done in the banking industry and that this is how banks compete against each other in

order to promote their credit cards and other financial services in order to gain market share;

91. For instance, while at the Montreal airport on October 29, 2018, Applicant saw a CIBC banner advertising a credit card with “*Aucuns frais annuels la 1^{ère} année*” followed by “*Inscrivez-vous dès maintenant et obtenez 15 000 points Aventura*”, and realized that this type of promotional offer is likely an effective tactic because consumers are naturally inclined to accept what will initially cost them less, without necessarily considering the future costs (ironically, this is the promotional offer that Mr. Abicidan “agreed to” – within the meaning of s. 8(2) NOBR);
92. [...];
93. [...];
94. [...]
95. As for identifying other Class members, Applicants draws certain inferences from the situation, and this based on the number of previous and current *Annual fee waived for the first year* promotions they have seen being marketed by the Defendants. Applicants realizes that by all accounts, there is a very important number of consumers that find themselves in an identical situation, and that it would not be useful for them to attempt to identify them given their sheer number;
96. Applicants feels that Defendants should be held accountable for their misconduct and are continuing this action so that they and the Class members can recover sums overpaid after the Fixed Period;
97. Applicants are both ready and available to manage and direct the present action in the interest of the members of the Class that they wish[...] to represent and are determined to lead the present dossier until a final resolution of the matter, the whole for the benefit of the Class, as well as to dedicate the time necessary for the present action and to collaborate with their attorneys;
98. Applicants have given the mandate to their attorney to obtain all relevant information with respect to the present action and intend[...] to continue to keep informed of all developments;
99. Applicants have the capacity and interest to fairly and adequately protect and represent the interest of the Class members;
100. Applicants, with the assistance of their attorney, are ready and available to dedicate the time necessary for this action and to collaborate with other Class members and to keep them informed;
101. Applicants are available on social media to inform and to respond to Class members on platforms such as Facebook;

102. Applicants is in good faith and continue[...] this action for the sole purpose of having their rights, as well as the rights of other Class members, recognized and protected so that they may be compensated for the damages that they have suffered as a consequence of Defendants' misconduct;
103. Applicants have read this re-amended Application prior to its court filing and reviewed the exhibits in support thereof;
104. Applicants understand[...] the nature of the action;
105. Applicants' interests are not antagonistic to those of other members of the Class;
106. Applicants' interest and competence are such that the present class action could proceed fairly;

VI. DAMAGES

107. During the Class Period, it is reasonable to estimate that the Defendants have generated aggregate amounts in the millions of dollars while engaging in the contested practice;
108. All of the Defendants' misconduct is reprehensible and to the detriment of vulnerable Quebec consumers;
109. All of the Defendants must be held accountable for the breach of obligations imposed on them by consumer protection legislation in Quebec, including:
 - a) Quebec's *Consumer Protection Act*, notably section 215, paragraph c of section 230 and sections 261, 262 and 272 *CPA*; and
 - b) Section 8(2)(a) NOBR for the "institution" Defendants.
110. In light of the foregoing, the following damages may be claimed against the Defendants:
 - a) compensatory damages, in an amount to be determined, on account of the damages suffered; and
 - b) punitive damages, in an amount to be determined, for the breach of obligations imposed on Defendants pursuant to section 272 *CPA*;

VII. NATURE OF THE ACTION AND CONCLUSIONS SOUGHT

111. The action that the Applicants wish[...] to institute on behalf of the members of the Class is an action in damages;
112. The conclusions that the Applicants wish[...] to introduce by way of an originating

application are:

GRANT Plaintiffs' action against Defendants on behalf of all the Class members;

CONDEMN the Defendant Fédération des Caisses Desjardins du Québec to pay Plaintiff Mustapha Mahmoud \$660.00 in compensation of the damages suffered;

CONDEMN the Defendant CIBC to pay Plaintiff Shay Abicidan \$360.00 in compensation of the damages suffered;

CONDEMN the Defendants to pay to each of the Class members a sum to be determined in compensation of the damages suffered, and **ORDER** collective recovery of these sums;

CONDEMN the Defendants to pay to each of the Class members punitive damages, in an amount to be determined, and **ORDER** collective recovery of these sums;

CONDEMN the Defendants to pay interest and the additional indemnity on the above sums according to law since July 4th, 2016;

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 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 the cost of notices, the cost of management of claims and the costs of experts, if any, including the costs of experts required to establish the amount of the collective recovery orders;

RENDER any other order that this Honourable Court shall determine;

113. The interests of justice favour that this Application be granted in accordance with its conclusions;

VIII. JURISDICTION

114. The Applicants suggests that this class action be exercised before the Superior Court of the province of Quebec, in the district of Montreal because they are [...] consumers and reside[...] in Montreal.

FOR THESE REASONS, MAY IT PLEASE THE COURT:

GRANT the present application;

AUTHORIZE the bringing of a class action in the form of an originating application in damages;

APPOINT the Applicant the status of representative plaintiff of the persons included in the Class herein described as:

Class:

All consumers who since July 4th, 2013 (the “**Class Period**”), were charged an annual fee for their credit card, which was preceded by a determined period during which the annual fee was either waived (free) or discounted and then automatically renewed for an indeterminate term at the regular price as of July 4th, 2013;

(hereinafter referred to as the “**Class**”)

or any other Class to be determined by the Court;

IDENTIFY the principle questions of fact and law to be treated collectively as the following:

- a) Do Defendants violate paragraph c of section 230 CPA?
- b) Are Class members entitled to compensatory damages and, if so, in what amounts?
- c) Are Defendants responsible to pay punitive damages to Class members and, if so, in what amount?
- d) When does prescription start for Class members and what are the factors common to the Group members regarding the impossibility in fact to act?
- e) Do the “institution” Defendants violate s. 8(2)(a) of the *Negative Option Billing Regulations*, SOR/2012-23, and, if so, are Class members entitled to damages?

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

GRANT Plaintiffs’ action against Defendants on behalf of all the Class members;

CONDEMN the Defendant Fédération des Caisses Desjardins du Québec to pay Plaintiff Mustapha Mahmoud \$660.00 in compensation of the damages suffered;

CONDEMN the Defendant CIBC to pay Plaintiff Shay Abicidan \$360.00 in compensation of the damages suffered;

CONDEMN the Defendants to pay to each of the Class members a sum to be determined in compensation of the damages suffered, and **ORDER** collective recovery of these sums;

CONDEMN the Defendants to pay to each of the Class members punitive damages, in an amount to be determined, and **ORDER** collective recovery of these sums;

CONDEMN the Defendants to pay interest and the additional indemnity on the above sums according to law since July 4th, 2016;

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 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 the cost of notices, the cost of management of claims and the costs of experts, if any, including the costs of experts required to establish the amount of the collective recovery orders;

RENDER any other order that this Honourable Court shall determine;

DECLARE that all members of the Class that have not requested their exclusion, be bound by any judgement to be rendered on the class action to be instituted in the manner provided for by the law;

FIX the delay of exclusion at thirty (30) days from the date of the publication of the notice to the members, date upon which the members of the Class that have not exercised their means of exclusion will be bound by any judgement to be rendered herein;

ORDER the publication of a notice to the members of the Class in accordance with article 579 C.C.P. within sixty (60) days from the judgement to be rendered herein in the "News" sections of the Saturday editions of LA PRESSE and the MONTREAL GAZETTE;

ORDER that said notice be published on the Defendants' various websites, Facebook pages and Twitter accounts, in a conspicuous place, with a link stating "Notice to Quebec Consumers";

ORDER the Defendants to send an Abbreviated Notice by e-mail to each Class

member, to their last known e-mail address, with the subject line “Notice of a Class Action”;

RENDER any other order that this Honourable Court shall determine;

THE WHOLE with costs including publication fees.

Montréal, January 31, 2020

(s) Joey Zukran

LPC AVOCAT INC.

Per: Me Joey Zukran

Attorney for Applicants

C A N A D A

PROVINCE OF QUEBEC
DISTRICT OF MONTREAL

(Class Action)
SUPERIOR COURT

NO: 500-06-000870-176

MUSTAPHA MAHMOUD
ET AL.

Applicants

-VS-

AMEX BANK OF CANADA
ET ALS.

Defendants

LIST OF EXHIBITS

- Exhibit P-1:** *En liasse* extract of the CIDREQ for Amex Bank of Canada, Banque de Montréal, The Toronto-Dominion Bank, JPMorgan Chase Bank National Association, Royal Bank of Canada, Canadian Imperial Bank of Commerce and the Bank of Nova Scotia;
- Exhibit P-2:** Copy of the publicity for the Amex credit cards showing that the Regular Price is automatically charged after the Fixed Period;
- Exhibit P-3:** Copy of the publicity for the BMO MasterCard credit card showing that the Regular Price is automatically charged after the Fixed Period;
- Exhibit P-4:** Copy of the publicity for the TD Visa credit card showing that the Regular Price is automatically charged after the Fixed Period;
- Exhibit P-5:** Copy of the publicity for *the RBC Visa Infinite Avion* credit card showing that the Regular Price is automatically charged after the Fixed Period;
- Exhibit P-6:** *En liasse*, copies of the CIBC document titled “20,000 Bonus Aventura Points/Aeroplan Miles and Annual Fee Rebate Offer (January 1st to March 31st, 2014)” and screen captures of the different CIBC credit cards showing that the Regular Price is

- Exhibit P-7:** automatically charged after the Fixed Period;
En liasse, copies of the publicity for the different Scotiabank card credits showing that the Regular Price is automatically charged after the Fixed Period;
- Exhibit P-8:** *En liasse*, copies of the publicity for the Laurentian Bank credit cards showing that the Regular Price is automatically charged after the Fixed Period;
- Exhibit P-9:** Copy of the publicity for the Chase *Marriott Rewards Premier Visa* credit card showing that the Regular Price is automatically charged after the Fixed Period;
- Exhibit P-10:** Copy of Applicant's first *RBC Visa Infinite Avion* credit card statement dated October 15th to November 12th, 2014;
- Exhibit P-11:** Copy of Applicant's *RBC Visa Infinite Avion* credit card statement dated October 14th to November 12th, 2015;
- Exhibit P-12:** Copy of Applicant's *RBC Visa Infinite Avion* credit card statement from October 12th to November 14th, 2016;
- Exhibit P-13:** Copy of the publicity for *Visa Desjardins Odyssey™ Gold* credit card;
- Exhibit P-14:** Copy of a sample of the BMO's subsequent disclosure statement dated September 23rd, 2016;
- Exhibit P-15:** Copy of Applicant's first *Desjardins Odyssey™ Gold* credit card statement dated October 28th to November 23rd, 2011;
- Exhibit P-16:** Copy of Applicant's *Desjardins Odyssey™ Gold* credit card statement dated September 27th, 2012 to October 23rd, 2012;
- Exhibit P-17:** Copy of Applicant's *Desjardins Odyssey™ Gold* credit card statement dated September 27th to October 23rd, 2013;
- Exhibit P-18:** Copy of Applicant's *Desjardins Odyssey™ Gold* credit card statement dated July 30th, 2018;
- Exhibit P-19:** Transcript of a telephone conversation between the Applicant and a representative of the CIBC on January 23, 2020;
- Exhibit P-20:** Transcript of a telephone conversation between the Applicant and a representative of the BMO on January 29, 2020;

- Exhibit P-21:** Transcript of a telephone conversation between the Applicant and a representative of the RBC on January 29, 2020;
- Exhibit P-22:** Transcript of a telephone conversation between the Applicant and a representative of TD on January 29, 2020;
- Exhibit P-23:** Transcript of a telephone conversation between the Applicant and a representative of Scotia on January 29, 2020;
- Exhibit P-24:** Transcript of a telephone conversation between the Applicant and a representative of the Laurentian on January 29, 2020;
- Exhibit P-25:** Transcript of a telephone conversation between the Applicant and a representative of Amex on January 29, 2020;
- Exhibit P-26:** Copy of Mr. Abicidan's December 2016 CIBC statement;
- Exhibit P-27:** Screen capture of the CIBC's website;
- Exhibit P-28:** Excerpt of the the Government of Canada's webpage titled "*Giving your express consent for financial products and services*";
- Exhibit P-29:** Copy of Mr. Abicidan's December 2017 CIBC statement.

Montréal, January 31, 2020

(s) Joey Zukran

LPC AVOCAT INC.

Per: Me Joey Zukran
Attorney for Applicant

500-06-000870-176

(Class Actions)
SUPERIOR COURT
DISTRICT OF MONTRÉAL

MUSTAPHA MAHMOUD
ET AL.

Applicants
v.

AMEX BANK OF CANADA ET ALS.

Defendants

**RE-AMENDED APPLICATION TO AUTHORIZE THE
BRINGING OF A CLASS ACTION AND TO APPOINT
THE STATUS OF REPRESENTATIVE PLAINTIFFS**
(ARTICLES 571 AND FOLLOWING C.C.P.)

ORIGINAL

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