

C A N A D A

PROVINCE OF QUEBEC
DISTRICT OF MONTREAL

SUPERIOR COURT
(Class Actions)

NO: 500-06-001365-259

CORPORATION TRANSPORT VITESSE

and

SERVICES DE CAMIONNAGE VITESSE INC.

Applicants

v.

MICROSOFT CORPORATION

and

MICROSOFT CANADA INC.

Defendants

DE BENE ESSE APPLICATION TO DISCONTINUE THE PUTATIVE CLASS ACTION
(Arts. 213 and 585 C.C.P.)

**TO THE HONOURABLE CATHERINE MARTEL, J.S.C., DESIGNATED JUDGE FOR THE
PRESENT PUTATIVE CLASS ACTION, THE APPLICANTS STATE:**

I. Introduction

1. On March 3, 2025, the Applicants filed their *Application to Authorize the Bringing of Class Action*, as amended on April 17, 2026, against the Defendants on behalf of the following proposed class (the "**Application**"):

All consumers and businesses in Quebec who could not use one or more of the Microsoft services, including emails, during the service outages of March 1 and 3, 2025, or who were impacted by the Microsoft outages;

2. The Applicants' causes of action against the Defendants are alleged at paragraphs 2 to 16.1 of the Application;

3. On October 24, 2025, the Defendants filed their *Application by Defendants Microsoft Corporation and Microsoft Canada Inc. for Leave to Adduce Relevant Evidence*, as appears from the Court record;
4. On January 19, 2026, the Court granted the Defendants' relevant evidence application, in part, and authorized the Defendants to file the affidavit of Michael Ziock as Exhibit MSFT-1, along with Exhibits MZ-1, MZ-2, MZ-3 and MZ-4 in support thereof, and the Microsoft Webpage titled *Microsoft Azure Incident Readiness* dated June 30, 2025, Exhibit MSFT-2;
5. The Court also authorized the Applicants to cross-examine Mr. Ziock on his affidavit for 45-minutes, which was conducted on April 15, 2026;
6. On April 17, 2026, the Applicants and the Defendants filed their respective Argument Plans in anticipation of the authorization hearing that was scheduled for April 20, 2026, as appears from the Court record;

II. Grounds for discontinuance

7. Following a review of the Defendants' evidence and of the Defendants' argument plan, it has become clear that the Defendants intended to invoke the dispute resolution clause contained in the Microsoft Customer Agreement (Exhibit MZ-3), to which reference is also made at paragraphs 61-65 of the Defendants' plan, a portion of which is reproduced below:

61. The MCA, Exhibit MZ-3, provides, inter alia:

(a) Applicable law. This Agreement will be **governed by and construed in accordance with the laws of the State of Washington and federal laws of the United States**. The 1980 United Nations Convention on Contracts for the International Sale of Goods and its related instruments will not apply to this Agreement.

➤ Sworn statement of Michael Ziock and SLA, Exhibit MSFT-1, MZ-3 p.9 of 12.

(b) **Dispute resolution**. When bringing any action arising under this Agreement, the parties agree to the following exclusive venues: [...] (ii) If Customer brings the action against Microsoft or any Microsoft Affiliate located outside of Europe, the venue will be the state or federal courts in King County, State of Washington, USA.

➤ Sworn statement of Michael Ziock and SLA, Exhibit MSFT-1, MZ-3 p. 9 of 12.

...

64. Businesses (including the Applicants) seeking to bring a claim against Microsoft Corporation have agreed to the exclusive jurisdiction

of the courts of King County, in the State of Washington, and to the application of the laws of the State of Washington and U.S. federal law. **The Courts of Québec lack jurisdiction to hear any contractual claim brought by the Applicants.**

8. In the circumstances, Applicants concede that the above-cited “applicable law” and “dispute resolution” clauses would be fatal to their contractual cause of action and, as such, article 575(2) C.C.P. at a minimum would not be satisfied in their case (see, for example, *9369-1426 Québec inc. (Restaurant Bâton Rouge) c. Allianz Global Risks US Insurance Company*, [2021 QCCA 1594](#), par. 22);
9. Notwithstanding the foregoing, the parties agreed to pursue a resolution of the Applicants’ individual claim within the framework of their contractual relationship;
10. The Superior Court has previously agreed with discontinuances in similar circumstances, notably where no release was granted by the other putative class members and where the Applicants acknowledged that the cumulative criteria set out at article 575 C.C.P. were not met. (see, for example, *Kaur c. Rising Phoenix International Inc. / Phénix Ascendant International inc.*, [2021 QCCS 4475](#), par. 6, 7 and 12);

III. Discontinuance is appropriate

11. In light of the circumstances described herein, the Applicants have decided to discontinue the proposed class action and have filed their Discontinuance in the Court record on May 27, 2026;
12. The Applicants and their legal counsel have determined that pursuing the present action would not be a proportionate course of action, given the associated costs that would be incurred by all parties involved, as well as the burden such proceedings would place on the justice system;
13. Putative class members will not be prejudiced by the discontinuance, as no release is being given to the Defendants in exchange for the discontinuance by any of the putative class members. Furthermore, judicial resources will be better allocated if this proposed class action is not pursued;
14. No funding was sought in this matter from the *Fonds d’aide aux actions collectives* (it is not even possible for legal persons to obtain funding from the Fonds);
15. The Applicants agree to file a public notice of the discontinuance by posting it to the Class Action Registry of the Superior Court of Quebec.

FOR THESE REASONS, MAY IT PLEASE THE COURT:

1. **TAKE ACT** of the discontinuance dated May 27, 2026, filed by the Applicants and **DECLARE** the discontinuance duly filed;

2. **AUTHORIZE** the Applicants to discontinue the action against Defendants Microsoft Corporation and Microsoft Canada Inc.;
3. **ORDER** the Applicants to ensure that a copy of the discontinuance be published on the Class Action Registry of the Superior Court of Quebec
4. **THE WHOLE** without legal costs.

Montreal, May 27, 2026

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(s) LPC Avocats

LPC AVOCATS

Me Joey Zukran
276, rue Saint-Jacques, Suite 801
Montreal, Quebec, H2Y 1N3
Tel: 514.379.1572

izukran@lpclex.com

Counsel for the Applicants

(s) Renno Vathilakis Inc.

RENNO VATHILAKIS INC.

Me Michael Vathilakis
145, rue St-Pierre, Suite 201
Montreal, Quebec, H2Y 2L6
Tel: 514 937-1221

mvathilakis@renvath.com

Counsel for the Applicants

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ORIGINAL

Me Joey Zukran
LPC AVOCATS
276, rue Saint-Jacques, suite 801
Montréal, Québec, H2Y 1N3
Téléphone: (514) 379-1572 • Télécopieur: (514) 221-4441
Email: jzukran@jplex.com

BL 6059

N/D : JZ-285
