

CANADA

PROVINCE OF QUEBEC
DISTRICT OF SAINT-FRANÇOIS

(Class Action)
SUPERIOR COURT

NO: 450-06-000001-176

CAROLE OUELLET,

Applicant

-vs-

BELL CANADA, legal person having its head office
at Tour A-7, 1 Carrefour Alexander-Graham-Bell,
Verdun, District of Montreal, Province of Quebec,
H3E 3B3

Defendant

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

**TO ONE OF THE HONOURABLE JUDGES OF THE SUPERIOR COURT, SITTING IN AND FOR THE
DISTRICT OF SAINT-FRANÇOIS, YOUR APPLICANT STATES AS FOLLOWS:**

I. GENERAL PRESENTATION

1. This class action seeks the reimbursement of the amounts that the Class members disbursed to accept collect calls processed and/or connected by the Defendant (hereinafter "**Bell Canada**") that were not precisely indicated in the contract, in violation of consumer protection legislation and Canada's *Competition Act*, as well as punitive damages for the exploitation of consumers;
2. Bell Canada is a merchant carrying on in the business of diverse telecommunications services, as it appears from an extract of the Quebec enterprise's information statement from the enterprise register (CIDREQ), Applicant disclosing **Exhibit P-1**;
3. Applicant is a consumer as defined in Quebec's *Consumer Protection Act* (hereinafter the "**CPA**");

4. On its website, Bell Canada defines a collect call (*un appel à frais virés* in French) as “*The person receiving the call is billed instead of the person making the call*”, Applicant disclosing an excerpt of Bell Canada’s website titled “*How to make a collect call and how much does it cost*” as **Exhibit P-2**;
5. During the Class period Bell Canada never disclosed the rates in the contracts it entered into with Class members, in violation of section 12 of the *CPA*;
6. Applicant also invokes section 8 of the *CPA* on behalf of Class members residing in Quebec, because the fees charged by Bell Canada for collect calls during the class period are disproportionate, exploitative and abusive, and bear no relation to the underlying cost of completing collect calls;
7. Moreover, Applicant alleges on behalf of Class members residing in all other Canadian provinces that Bell Canada’s misconduct is unconscionable (as the term is defined in the various consumer protection legislation listed at paragraph 74 below) and is also a breach of section 52 of Canada’s *Competition Act*;
8. It is safe for Applicant to assume that Bell Canada has generated tens of millions of dollars during the Class period from collect calls completed across Canada;
9. Consequently, Applicant wishes to institute a class action on behalf of the following class of which she is a member, namely:

Class:

All consumers residing in Canada who received a collect call processed by Bell Canada since September 25th, 2014;

Tous les consommateurs résidant au Canada qui ont reçu un appel à frais virés traité par Bell Canada depuis le 25 septembre 2014;

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

or any other Class to be determined by the Court;

II. JURISDICTION

10. The Applicant suggests that this class action be exercised before the Superior Court of the province of Quebec, in the district of Saint-François, for the following reason:
 - a) The Applicant is a consumer and has her domicile and residence in the judicial district of Saint-François;

III. NATIONAL CLASS

11. The Applicant wishes to represent a national class before the Superior Court of the province of Quebec (subsidiarily a provincial class), for the following reasons:
 - a) Bell Canada has its domicile in Quebec, Exhibit P-1;
 - b) Quebec's Court of Appeal has already authorized a multi-jurisdictional class action against Bell Canada concerning consumer protection;
 - c) The various provincial consumer protection legislation across Canada do not involve significant divergences from one to the other concerning the alleged misconduct.

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

A) THE FACTS ALLEGED APPEAR TO JUSTIFY THE CONCLUSIONS SOUGHT

Applicant's Claim against Bell Canada under s. 12 CPA

12. Applicant's son has been in prison on several occasions during the Class period;
13. Applicant has been receiving collect calls from her son, who calls her collect from prison using Bell Canada's payphones;
14. Applicant is never aware of the exact cost of a collect call she receives from her son, because it is never mentioned or disclosed to her by Bell Canada;
15. The only Interactive Voice Response (hereinafter "IVR") that Bell Canada plays to Applicant (and Class members) before she accepts a collect call consist of the following offer:

« -Vous avez un appel à frais virés de [*name of caller*].

-Pour accepter les frais, veuillez appuyer sur le "1" maintenant.

-Pour les refuser, appuyez sur le 2, ou répondez seulement par oui ou non à la question suivante : « acceptez-vous les frais ? »
16. The contract for the service of receiving a collect call is formed between Bell Canada and Applicant when Applicant presses 1 or says "yes" to accept the call;
17. At no time does Bell Canada precisely indicate the rates to the Applicant for accepting the collect call. Consequently, Bell Canada cannot claim any costs from the Applicant

because section 12 of the *CPA* provides as follows:

12. No costs may be claimed from a consumer unless the amount thereof is precisely indicated in the contract.

18. Even if Applicant visited Bell Canada’s website, Exhibit P-2, which she never did, Bell Canada does not even disclose the precise rates for the collect calls on its website (which, in any event, is not the contract);
19. And yet, in the only three months of recent billing cycles alone (May, July and September 2017), Bell Canada has unlawfully charged Applicant the following amounts for collect calls, as it appears from Applicant’s Bell Canada invoices disclosed *en liasse* as **Exhibit P-3:**

Invoice Date	Amount for Collect Calls	Call Duration (minutes)
May 3, 2017	\$14.52	14
May 3, 2017	\$4.22	2
May 3, 2017	\$15.38	15
May 3, 2017	\$11.08	10
July 3, 2017	\$5.53	3
July 3, 2017	\$9.37	8
July 3, 2017	\$18.66	16
July 3, 2017	\$3.51	1
July 3, 2017	\$12.60	10
July 3, 2017	\$21.69	19
Sept. 3, 2017	\$17.95	18
Sept. 3, 2017	\$23.10	24
TOTAL:	\$157.61	140 minutes

Applicant’s Claim against Bell Canada under s. 8 CPA & art. 1437 CCQ

20. Applicant further alleges that the costs claimed by Bell Canada for these collect calls contravene section 8 of the *CPA* and article 1437 of the *Civil Code of Québec (“CCQ”)*, which provide as follows:

S. 8 CPA: The consumer may demand the nullity of a contract or a reduction in his obligations thereunder where the disproportion between the respective obligations of the parties is so great as to amount to exploitation of the consumer or where the obligation of the consumer is excessive, harsh or unconscionable.

Art. 1437 CCQ: An abusive clause in a consumer contract or contract of adhesion is null, or the obligation arising from it may be reduced.

An abusive clause is a clause which is excessively and unreasonably detrimental to the consumer or the adhering party and is therefore not in good faith; in particular, a clause which so departs from the fundamental obligations arising from the rules normally governing the contract that it changes the nature of the contract is an abusive clause.

21. Applicant suffered objective lesion by paying Bell Canada \$157.61 for 12 collect calls, all of which were made and received within the province of Quebec and for which Bell Canada's wholesale cost is likely a few cents;
22. For instance, Bell Canada charges \$1.00 to receive a "local" collect call (regardless of the duration of the "local" call), but charges **more than \$1.00 per minute** to the person receiving the collect call, even when these calls are made within the province;
23. The jurisprudence indicates that objective lesion requires a comparison of what the consumer paid for a collect call (in this case, \$157.61 for 140 minutes) and the "wholesale" cost to the merchant for providing this service to a consumer accepting a collect call (in this case, a few cents);
24. There is an important disproportion between the \$157.61 charged to Applicant for receiving 12 collect calls versus the service provided by Bell Canada. It is worth noting that Bell Canada charges others receiving collect calls only \$12 for 12 "local" collect calls (even though the calls are being made and received within a given province);
25. As such, the disproportion for these 12 of Applicant's collect calls appears to be at least \$145.61 ($\$157.61 - \$12.00 = \145.61);
26. The Applicant believes that further evidentiary support for her allegations will come to light after a reasonable opportunity for discovery. This evidence will confirm the level at which the disproportion becomes exploitative;
27. Applicant's damages are a direct and proximate result of Bell Canada's misconduct;
28. As a result of the foregoing, the Applicant is justified in claiming, for herself and on behalf of Class members, compensatory damages, as well as punitive damages based on repeated violations of sections 8 and 12 CPA (pursuant to section 272 CPA), as well as compensatory damages and a declaratory judgment pursuant to article 1437 CCQ;
29. Applicant is accordingly entitled to claim and does hereby claim from Bell Canada the aggregate of the sums paid on account of collect calls by all Class members;

Applicant's Claim against Bell Canada under s. 52 of the *Competition Act*

30. Applicant alleges that Bell Canada violates s. 52 of the *Competition Act* because it knowingly and recklessly makes representations to the public that is misleading in a material respect, by never mentioning the price of a collect call to Class members in its IVR (as described at paragraph 15 above);

Applicant's claim for punitive damages

31. Bell Canada's overall conduct before, during and after the violation, is lax, careless, passive and ignorant with respect to consumers' rights and to its own obligations;
32. In this case, Bell Canada continues to breach consumer protection legislation across Canada and the *Competition Act*, without any explanation, for a significant period;
33. The breach is unconscionable given that Bell Canada is likely very well aware (or ought to be aware) that the majority of people making collect calls do so while incarcerated and do not have access to mobile phones;
34. In fact, placing a collect call is the only way for a prisoner to call a loved one when he/she does not have any credit in their canteen account (which enables them to place phone calls using a calling card in certain prisons). In some provinces (such as Ontario), a collect call is the only way for inmates to dial out;
35. This complete disregard for consumers' rights and to its own obligations under various legislation on the part of Bell Canada is in and of itself an important reason for this Court to enforce measures that will punish Bell Canada, as well as deter and dissuade others from engaging in similar reprehensible conduct to the detriment of consumers;
36. The reality is that Bell Canada has likely generated tens of millions of dollars in revenues over the years by charging for collect calls, without disclosing the rates to Class members beforehand;
37. Punitive damages have a preventive objective, that is, to discourage the repetition of such undesirable conduct;
38. Bell Canada's violations are unconscionable, intentional, calculated, malicious and vexatious;
39. Bell Canada demonstrates through its behavior (before, during and after the violation) that it is more concerned about its bottom line than about consumers' rights and its own obligations under consumer protection legislation;
40. Applicant is accordingly entitled to claim and does hereby claim on behalf of Class members from Bell Canada \$100.00 per Class member on account of punitive damages;

41. Bell Canada's patrimonial situation is so significant that the foregoing amount of punitive damages is appropriate in the circumstance;

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

42. All Class members have a common interest both in proving violations of the *CPA* (sections 8 and 12) and of 1437 *CCQ* by Bell Canada (as well violations of the *Competition Act* and consumer protection legislation in other Canadian provinces listed at paragraph 74 below), and in maximizing the aggregate of the amounts unlawfully charged to them by Bell Canada;
43. Class members include consumers in Quebec and across Canada who accepted a collect call from Bell Canada, regardless of whether the collect call originated from a prison (as in the case of the Applicant) or from anywhere else, given that the IVRs used are very similar (in both cases the rates are never disclosed to Class members beforehand);
44. In this case, the legal and factual backgrounds at issue are common to all the members of the Class, namely whether: (i) Bell Canada unlawfully claimed costs from consumers in amounts that were not precisely indicated in the contract; and (ii) the fees charged for collect calls by Bell Canada are unconscionable, abusive, disproportionate and constitute objective lesion;
45. The claims of every Class member are founded on very similar facts to the Applicant's claim, regardless of who their own telephone provider is (Bell Canada's IVR is the same even when it connects a collect call to Class members subscribed to Videotron's or Rogers' telephone service, for instance);
46. Every Class member was charged an amount that was not expressly provided for in the contract;
47. Every Class member was also charged an abusive and disproportionate fee to receive a collect call by Bell Canada;
48. By reason of Bell Canada's unlawful conduct, Applicant and every Class member have suffered damages, which they may collectively claim against Bell Canada;
49. In taking the foregoing into account, all Class members are justified in claiming the sums which they unlawfully paid to Bell Canada for collect calls, as well as punitive damages;
50. Each Class member is justified in claiming at least one or more of the following as damages:
 - Reimbursement of the whole (or a portion) of the fees charged for receiving a collect call; and

- Punitive damages in the amount of \$100.00 each.
51. All of the damages to the Class members are a direct and proximate result of Bell Canada's misconduct;
 52. Individual questions, if any, pale by comparison to the common questions that are significant to the outcome of the present Application;
 53. **The recourses of the Class members raise identical, similar or related questions of fact or law, namely:**
 - a) Does Bell Canada violate section 12 *CPA* and, if so, are Class members entitled to compensation and in what amount?
 - b) Does the disproportion between the collect call fees charged to the Class members and the value of the service provided by Bell Canada constitute exploitation and objective lesion under section 8 of the *CPA* and, if so, are Class members entitled to compensation and in what amount?
 - c) Does Bell Canada violate section 52 of the *Competition Act*?
 - d) Does Bell Canada violate the consumer protection legislation in the other Canadian provinces by processing collect calls without first disclosing the price?
 - e) Are the class members entitled to punitive damages and if so, what amount must Bell Canada pay?
 - f) Should an injunctive remedy be ordered to prohibit Bell Canada from continuing to perpetrate the unfair, deceitful and illegal practice?

C) THE COMPOSITION OF THE CLASS

54. 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;
55. According to Statistics Canada, in 2015-2016, there were 40,147 adults in custody on an average day (25,405 in provincial and territorial custody and 14,742 in federal custody), Applicant disclosing **Exhibit P-4**;
56. Assuming that most of Bell Canada's collect calls originate from prisons across Canada, the size of the Class is conservatively estimated to include tens of thousands of consumers across Canada;
57. The names and addresses of all persons included in the Class are not known to the

Applicant, however, the Call Detail Records (hereinafter “**CDRs**”) are in the possession of Bell Canada;

58. Class members are very numerous and are dispersed across the province, across Canada and elsewhere;
59. 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;
60. 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 to have access to justice without overburdening the court system;

D) THE CLASS MEMBER REQUESTING TO BE APPOINTED AS REPRESENTATIVE PLAINTIFF IS IN A POSITION TO PROPERLY REPRESENT THE CLASS MEMBERS

61. Applicant requests that she be appointed the status of representative plaintiff;
62. Applicant is a member of the Class;
63. During the Class period, Applicant has paid hundreds of dollars to Bell Canada for collect calls, without the price ever being disclosed to her in advance;
64. Applicant has the time, energy, will and determination to assume all the responsibilities incumbent upon her in order to diligently carry out the action;
65. Applicant mandated her attorney to file the present application so that she and all Class members can be compensated;
66. Applicant cooperates and will continue to fully cooperate with her attorney, who has experience in consumer protection-related class actions;
67. As for identifying other Class members, Applicant draws certain inferences from the situation, notably from the fact that Bell Canada operates all of the payphones in the Quebec and Ontario prison systems (where an important number of collect calls originate from), Applicant disclosing a February 24th, 2017, CBC News article titled “*Province gets 'kickback' from inmates' collect calls*” as **Exhibit P-5**;
68. Consequently, Applicant 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 her to attempt to identify them given their sheer number (see Exhibits P-4 and P-5);
69. Applicant has the capacity and interest to fairly and adequately protect and represent the interests of the Class members;

70. Applicant is in good faith and has instituted this action for the sole purpose of having her 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 Bell Canada's illegal and abusive fees;
71. Applicant has read this Application prior to its court filing and reviewed the exhibits in support thereof;
72. Applicant understands the nature of the action;
73. Applicant's interests are not antagonistic to those of other members of the Class;
74. Applicant's interest and competence are such that the present class action could proceed fairly;

V. DAMAGES

75. During the Class Period, Bell Canada has likely generated tens of millions of dollars while intentionally choosing to ignore the law in Quebec and across Canada;
76. Bell Canada's misconduct is *unconscionable* (as the term is defined in the various consumer protection legislation listed below) and to the detriment of vulnerable consumers. Bell Canada must be held accountable for its unconscionable practice and for the breach of obligations imposed on it by the *Competition Act* (s. 52), as well as under consumer protection legislation in Quebec and in other Canadian provinces, including:
 - a) Quebec's *Consumer Protection Act*, notably sections 8, 12 and 272;
 - b) The *Civil Code of Quebec*, notably articles 6, 7 and 1437;
 - c) Ontario's *Consumer Protection Act*, 2002, SO 2002, c 30, Schedule A, including sections 14, 15 and 17;
 - d) British Columbia's *Business Practices and Consumer Protection Act*, SBC 2004, c 2, including sections 4-10;
 - e) Alberta's *Fair Trading Act*, RSA 2000, c F-2, including sections 6, 7 and 13;
 - f) Saskatchewan's *The Consumer Protection and Business Practices Act*, SS 2014, c C-30.2, including sections 6-9 and 93;
 - g) Manitoba's *The Business Practices Act*, CCSM c B120, including sections 2, 3 and 23;

- h) Prince Edward Island's *Business Practices Act, RSPEI 1988, c B-7*, including sections 2-4;
 - i) Newfoundland and Labrador's *Consumer Protection and Business Practices Act, SNL 2009, c C-31.1*, including sections 7-10;
77. The price charged by Bell Canada for its collect call services grossly exceeds the \$1.00 price at which similar services are readily available, in violation of the various provincial legislation listed above (see Bell Canada invoice dated September 3rd, 2017, forming part of Exhibit P-3);
78. In light of the foregoing, the following damages may be claimed against Bell Canada:
- a) compensatory damages, in an amount to be determined, plus interest, on account of the damages suffered; and
 - b) punitive damages, in the amount of \$100.00 per Class member, for the breach of obligations imposed on Bell Canada pursuant to section 272 *CPA* and the common law.

VI. NATURE OF THE ACTION AND CONCLUSIONS SOUGHT

79. The action that the Applicant wishes to institute on behalf of the members of the Class is an action in damages, injunctive relief and declaratory judgment;
80. The conclusions that the Applicant wishes to introduce by way of an originating application are:

GRANT the Representative Plaintiff's action against Defendant on behalf of all the Class members;

DECLARE the Defendant liable for the damages suffered by the Representative Plaintiff and each of the Class members;

DECLARE that the costs claimed by Defendant from Class members for collect calls are not precisely indicated in the contract, in violation of section 12 of the *CPA*;

DECLARE that the fees charged by Defendant for collect calls amount to exploitation under section 8 of the *CPA*;

DECLARE that the collect call fees charged by the Defendant are unconscionable, excessive and unreasonably detrimental to consumers;

CONDEMN the Defendant to pay the Representative Plaintiff and Class members compensatory damages for the aggregate of the amounts charged for collect calls;
SUBSIDIARILY, REDUCE the obligations of the Representative Plaintiff and Class

members to pay the Defendant for the collect call fees charged to their fair market value;

ORDER the collective recovery of all damages owed to the Class members for the amounts overcharged;

CONDEMN the Defendant to pay to each Class member the sum of \$100.00 on account of punitive damages, and **ORDER** collective recovery of these sums;

CONDEMN the Defendant to pay interest and the additional indemnity on the above sums according to law from the date of service of the Application to authorize a class action;

ORDER the Defendant 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 Defendant to bear the costs of the present action at all levels, including the cost of all exhibits, 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;

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

FOR THESE REASONS, MAY IT PLEASE THE COURT:

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

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

Class:

All consumers residing in Canada who received a collect call processed by Bell Canada since September 25th, 2014;

Tous les consommateurs résidant au Canada qui ont reçu un appel à frais virés traité par Bell Canada depuis le 25 septembre 2014;

(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) Does Bell Canada violate section 12 *CPA* and, if so, are Class members entitled to compensation and in what amount?
- b) Does the disproportion between the collect call fees charged to the Class members and the value of the service provided by Bell Canada constitute exploitation and objective lesion under section 8 of the *CPA* and, if so, are Class members entitled to compensation and in what amount?
- c) Does Bell Canada violate section 52 of the *Competition Act*?
- d) Does Bell Canada violate the consumer protection legislation in the other Canadian provinces by processing collect calls without first disclosing the price?
- e) Are the class members entitled to punitive damages and if so, what amount must Bell Canada pay?
- f) Should an injunctive remedy be ordered to prohibit Bell Canada from continuing to perpetrate the unfair, deceitful and illegal practice?

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

GRANT the Representative Plaintiff's action against Defendant on behalf of all the Class members;

DECLARE the Defendant liable for the damages suffered by the Representative Plaintiff and each of the Class members;

DECLARE that the costs claimed by Defendant from Class members for collect calls are not precisely indicated in the contract, in violation of section 12 of the *CPA*;

DECLARE that the fees charged by Defendant for collect calls amount to exploitation under section 8 of the *CPA*;

DECLARE that the collect call fees charged by the Defendant are unconscionable, excessive and unreasonably detrimental to consumers;

CONDEMN the Defendant to pay the Representative Plaintiff and Class members compensatory damages for the aggregate of the amounts charged for collect

calls; **SUBSIDIARILY, REDUCE** the obligations of the Representative Plaintiff and Class members to pay the Defendant for the collect call fees charged to their fair market value;

ORDER the collective recovery of all damages owed to the Class members for the amounts overcharged;

CONDEMN the Defendant to pay to each Class member the sum of \$100.00 on account of punitive damages, and **ORDER** collective recovery of these sums;

CONDEMN the Defendant to pay interest and the additional indemnity on the above sums according to law from the date of service of the Application to authorize a class action;

ORDER the Defendant 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 Defendant to bear the costs of the present action at all levels, including the cost of all exhibits, 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 the Globe and Mail, the National Post, Le Journal de Montréal and the MONTREAL GAZETTE;

ORDER that said notice be published on the Defendant's website, Facebook page and Twitter account, in a conspicuous place, with a link stating "Legal Notice Concerning Collect Calls";

ORDER the Defendant 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”;

ORDER the Defendant and its representatives to supply class counsel, within thirty (30) days of the judgment rendered herein, all lists in their possession or under their control permitting to identify Class members, including their names, addresses, phone numbers and email addresses;

ORDER the Defendant and its representatives to supply class counsel, within thirty (30) days of the judgment rendered herein, all CDRs in their possession or under their control evidencing collect calls made and received across Canada;

ORDER the Defendant and its representatives to supply class counsel, within thirty (30) days of the judgment rendered herein, all IVRs in their possession or under their control that were used in processing collect calls across Canada during the Class period;

RENDER any other order that this Honourable Court shall determine;

THE WHOLE with costs including publication fees.

Montreal, September 25th, 2017

(s) Joey Zukran

LPCAVOCAT INC.

Per: Me Joey Zukran

Attorney for Applicant

SUMMONS
(ARTICLES 145 AND FOLLOWING C.C.P)

Filing of a judicial application

Take notice that the Applicant has filed this Application for Authorization to Institute a Class Action and to Appoint the Status of Representative Plaintiff in the office of the Superior Court in the judicial district of **Saint-François**.

Defendant's answer

You must answer the application in writing, personally or through a lawyer, at the courthouse of **Sherbrooke** situated at **375, rue King Ouest, Sherbrooke (Québec), J1H 6B9**, within 15 days of service of the Application or, if you have no domicile, residence or establishment in Québec, within 30 days. The answer must be notified to the Applicant's lawyer or, if the Applicant is not represented, to the Applicant.

Failure to answer

If you fail to answer within the time limit of 15 or 30 days, as applicable, a default judgement may be rendered against you without further notice and you may, according to the circumstances, be required to pay the legal costs.

Content of answer

In your answer, you must state your intention to:

- negotiate a settlement;
- propose mediation to resolve the dispute;
- defend the application and, in the cases required by the Code, cooperate with the Applicant in preparing the case protocol that is to govern the conduct of the proceeding. The protocol must be filed with the court office in the district specified above within 45 days after service of the summons or, in family matters or if you have no domicile, residence or establishment in Québec, within 3 months after service;
- propose a settlement conference.

The answer to the summons must include your contact information and, if you are represented by a lawyer, the lawyer's name and contact information.

Change of judicial district

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

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

Transfer of application to Small Claims Division

If you qualify to act as a plaintiff under the rules governing the recovery of small claims, you may also contact the clerk of the court to request that the application be processed according to those rules. If you make this request, the plaintiff's legal costs will not exceed those prescribed for the recovery of small claims.

Calling to a case management conference

Within 20 days after the case protocol mentioned above is filed, the court may call you to a case management conference to ensure the orderly progress of the proceeding. Failing this, the protocol is presumed to be accepted.

Exhibits supporting the application

In support of the Application for Authorization to Institute a Class Action and to Appoint the Status of Representative Plaintiff, the Applicant intends to use the following exhibits:

Exhibit P-1: Extract of the CIDREQ for Bell Canada;

Exhibit P-2: Excerpt from Bell Canada's website titled *How to make a collect call and how much does it cost*, accessible by clicking on the following URL: http://support.bell.ca/Home_phone/Phone_line/How_to_make_a_collect_call_and_how_much_does_it_cost#displayStep;

Exhibit P-3: *En liasse*, copies of Applicant's Bell Canada invoices dated May 3, 2017, July 3, 2017, and September 3, 2017;

Exhibit P-4: Copy of table from Statistics Canada website titled "*Average daily counts of adults in correctional services, by jurisdiction, 2015/2016*" (available online at: <http://www.statcan.gc.ca/pub/85-002-x/2017001/article/14700/tbl/tbl01-eng.htm>);

Exhibit P-5: Copy of February 24th, 2017, CBC news article titled "*Province gets 'kickback' from inmates' collect calls*";

These exhibits are available on request.

Notice of presentation of an application

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

Montreal, September 25th, 2017

(s) Joey Zukran

LPC AVOCAT INC.

Per: Me Joey Zukran

Attorney for Applicant

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

TO: BELL CANADA
Tour A-7,
1 Carrefour Alexander-Graham-Bell
Verdun, Quebec, H3E 3B3
Defendant

TAKE NOTICE that Applicant's *Application for Authorization to Institute a Class Action and to Appoint the Status of Representative Plaintiff* will be presented before the Superior Court at **375, rue King Ouest, Sherbrooke (Québec), J1H 6B9**, on the date set by the coordinator of the Class Action chamber.

GOVERN YOURSELF ACCORDINGLY.

Montreal, September 25th, 2017

(s) Joey Zukran

LPC AVOCAT INC.

Per: Me Joey Zukran

Attorney for Applicant

N°: 450-06-000000-176

**(Class Action)
SUPERIOR COURT
PROVINCE OF QUEBEC
DISTRICT OF SAINT-FRANÇOIS**

CAROLE OUELLET

Applicant

-VS-

BELL CANADA, legal person having a place of business at Tour A-7, 1 Carrefour Alexander-Graham-Bell, Verdun, District of Montreal, Province of Quebec, H3E 3B3

Defendant

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

ORIGINAL



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