

C A N A D A

PROVINCE OF QUEBEC
DISTRICT OF MONTREAL

NO: 500-06-001192-224

SUPERIOR COURT
(Class Actions)

ARNAUD VERDIER, domiciled at [REDACTED]
[REDACTED]

Applicant

v.

ROGERS COMMUNICATIONS CANADA INC., legal person having a principal establishment at 4000-800 rue De La Gauchetiere Ouest, Montreal, district of Montreal, Province of Quebec, H5A 1K3

and

ROGERS COMMUNICATIONS INC., legal person having a principal establishment at 4000-800 rue De La Gauchetiere Ouest, Montreal, district of Montreal, Province of Quebec, H5A 1K3

Defendants

**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 MONTREAL, YOUR APPLICANT STATES:**

1. The Applicant seeks authorization to institute a class action on behalf of the following class and subclass of which he is a member, namely:

Class:

All consumers who had a service contract with Rogers, Fido Mobile or Chatr Mobile and who did not receive the services (including 9-1-1 services) on July 8 and/or July 9, 2022

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

Subclass:

All persons in Quebec on July 8 and/or July 9, 2022, who could not operate with their own device or make transactions because of the Rogers outage on July 8 and/or July 9, 2022

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

or any other class to be determined by the Court;

2. The Defendants (herein referred to collectively as “**Rogers**”), offer consumers wireless services under the names “Rogers Wireless”, “Fido” and “Chatr”. Extracts of the CIDREQ for the Defendants are communicated herewith *en liasse* as **Exhibit P-1**;
3. Up until the network outage beginning at around 2:00 a.m. on July 8, 2022, Rogers sold its wireless services all across Canada and Quebec by advertising variations of the following to the public: “*Canada’s Most Reliable Network*”;
4. The advertising always contained reference to Rogers having the most “reliable” network, with the most recent version of the marketing stating as follows: “*Get on Canada’s Most Reliable 5G Network*”, as well as “*Quebec’s most reliable 5G network*”;
5. However, as of July 8, 2022, Rogers’ management instructed its stores to remove all advertising containing the “*Get on Canada’s Most Reliable 5G Network*” reference from its stores, as more fully detailed herein below;
6. From around 2:00 a.m. on July 8, 2022 until very late that evening and into the morning of July 9, 2022, the Rogers wireless network failed and Rogers could not offer its telephony, mobile and internet services to its customers across Canada. Several media outlets have reported that the problem persists in certain areas, including in Quebec, into July 10, 2022, for a third day;
7. On July 8, 2022, Tony Staffieri, President and CEO at Rogers, issued a public statement that was notably posted on the official Rogers Twitter account (“RogersHelps”) at 10:37 PM, and on the Rogers website (<https://about.rogers.com/news-ideas/a-message-from-tony-staffieri-president-and-ceo-at-rogers/>) in which he addresses all “Canadians” (thereby including Rogers customers¹ and non-customers²) and admitted that Rogers “**let you down**”, as it appears from the statement communicated herewith in its English and French versions *en liasse* as **Exhibit P-2**:

¹ Class Members.

² Subclass Members.

Dear Canadians,

We know you count on Rogers to connect you to emergency services, make payments, serve your customers, connect with work and keep in touch with friends and family. We take that responsibility very seriously and **today we let you down**. We can and will do better.

As you know, we experienced a network outage across both wireless and wireline service that began early this morning.

We have made meaningful progress towards bringing our networks back online and many of our wireless customers are starting to see services return. We don't yet have an ETA on when our networks will be fully restored but we will continue to share information with our customers as we restore full service.

We know going a full day without connectivity has real impacts on our customers, and all Canadians. On behalf of all of us here at Rogers, Rogers for Business, Fido, chatr and cityfone, I want to sincerely apologize for this service interruption and the impact it is having on people from coast to coast to coast.

As our teams continue working to resolve the situation, I want to make two commitments to you:

1. First, we are working to fully understand the root cause of this outage and we will make all the changes necessary to ensure that in the future we meet and exceed your expectations for our networks.
2. Second, we will make this right for our valued customers. **We will proactively apply a credit to all our customers impacted by the outage** and will share more details shortly.

I take full responsibility for ensuring we at Rogers earn back your full trust, and are once again there to connect you to what matters.

Sincerely,

Tony Staffieri

President and CEO

8. On July 9, 2022, Mr. Staffieri issued another public statement, once again posted on the official Rogers Twitter account (at 4:06 PM) and on the Rogers website (<https://about.rogers.com/news-ideas/a-message-from-rogers-president-and-ceo/>) in which he addressed “our valued customers” and “all Canadians” (thereby including Class and Subclass members) and again admitted that “**We let you down yesterday**”, as it appears from the statement communicated herewith in its English and French versions *en liasse* as **Exhibit P-3**:

To our valued customers and all Canadians,

I am reaching out to share that our services have been restored, and our networks and systems are close to fully operational. Our technical teams are continuing to monitor for any remaining intermittent issues. I also want to outline an action plan we are putting in place to address what happened.

I also want to share what we know about what happened yesterday. We now believe we’ve narrowed the cause to a network system failure following a maintenance update in our core network, which caused some of our routers to malfunction early Friday morning. We disconnected the specific equipment and redirected traffic, which allowed our network and services to come back online over time as we managed traffic volumes returning to normal levels.

We know how much our customers rely on our networks and I sincerely apologize. We’re particularly troubled that some customers could not reach emergency services and we are addressing the issue as an urgent priority.

We will proactively credit all customers automatically for yesterday’s outage. This credit will be automatically applied to your account and no action is required from you.

As CEO, I take full responsibility for ensuring we at Rogers earn back your full trust, and am focused on the following action plan to further strengthen the resiliency of our network:

1. **Fully restore all services:** While this has been nearly done, we are continuing to monitor closely to ensure stability across our network as traffic returns to normal.
2. **Complete root cause analysis and testing:** Our leading technical experts and global vendors are continuing to dig deep into the root cause and identify steps to increase redundancy in our networks and systems.

3. **Make any necessary changes:** We will take every step necessary, and continue to make significant investments in our networks to strengthen our technology systems, increase network stability for our customers, **and enhance our testing.**

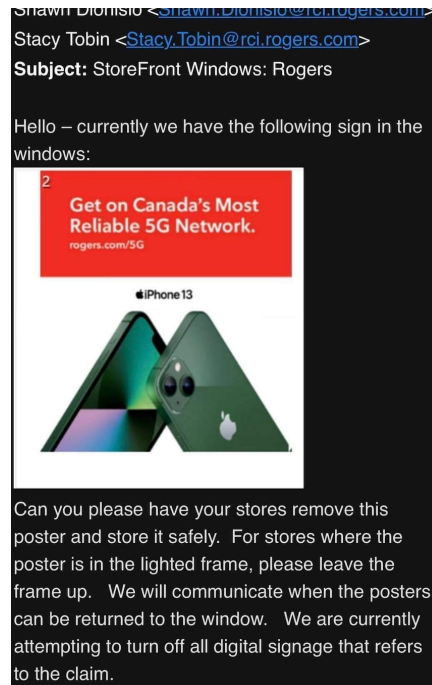
We let you down yesterday. You have my personal commitment that we can, and will, do better.

Tony Staffieri
President and CEO, Rogers Communications

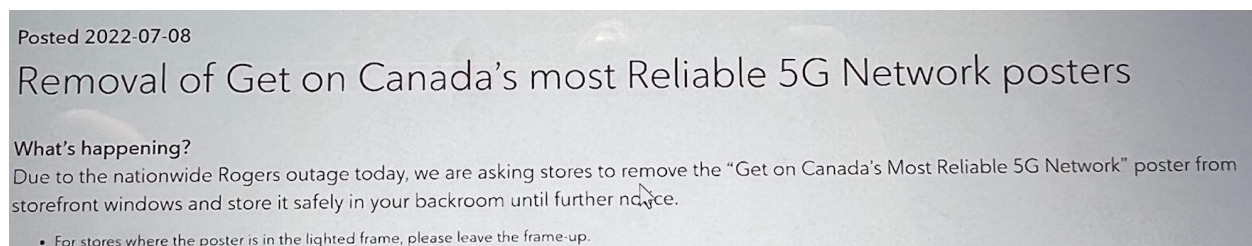
9. In both of his public statements, which included admissions and apologies, Mr. Staffieri – who admits that all Canadians suffered a prejudice – stated that Rogers “*will proactively credit all customers automatically... and no action is required from you*”, which is misleading and inadequate for several reasons;
10. First, despite apologizing to all Canadians, many of whom could not access essential services due to the Rogers network failures, Rogers is not offering these Subclass members any compensation. Second, Mr. Staffieri does not specify the amount of the credit despite knowing full well that the credit is for a minimal amount and that announcing that amount would further fuel the public backlash Rogers is facing;
11. In fact, the official Rogers Twitter account tweeted Mr. Staffieri’s second public statement that does not disclose the credit amount on **July 9 at 4:06 PM**, while that same Rogers Twitter account had previously tweeted that same day, July 9 at **1:51 PM**, stating it is a “**credit equivalent to two days of service**”, as it appears from a screen capture of said tweet communicated herewith as **Exhibit P-4:**



12. The Applicant brings this action because: (i) a credit of two days of service is wholly inadequate and does not account for the other damages he and Class members suffered and which the law provides for in such cases (sections 10, 16 and 272 of Quebec's *Consumer Protection Act* (the "CPA"); (ii) he was misled by Rogers' marketing, i.e. declarations that it was Canada's most "Reliable" network, contrary to sections 40, 41, 42 and 219 CPA; and (iii) to hold Rogers accountable for its negligence and insouciance, in particular with respect to its obligation under CRTC regulations to make 9-1-1 calls available at all times and which was unavailable to all Class members for close to 24 hours during the outage;
13. With respect to his second claim concerning false representations, the Applicant discloses herewith the internal email sent from Shawn Dionisio, Retail Strategy Lead at Rogers to all Rogers stores on July 8, 2022, instructing them to remove all advertising referring to "Canada's Most Reliable 5G Network" as **Exhibit P-5**:



14. Also with respect to his second claim concerning the false representations, the Applicant discloses a capture of the Rogers Sales Assist (Rogers' internal Point of Sale system) titled "Removal of Get on Canada's most Reliable 5G Network posters" dated July 8, 2022 as **Exhibit P-6**:



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

A) THE FACTS ALLEGED APPEAR TO JUSTIFY THE CONCLUSIONS SOUGHT:

i) Cause of Action #1: Rogers violated ss. 10 and 16 CPA

15. The Applicant has been a client of Rogers for his wireless (mobile phone and internet) services since approximately June 2020. One of the reasons he contracted with Rogers is because it advertised that it was Canada's most reliable network and this was repeated to him at the Rogers store in the Summer of 2020 when he switched from Bell Mobility to Rogers;
16. The Applicant communicates his contract that was in force with Rogers on July 8, 2022 as **Exhibit P-7**;
17. Like millions of Canadians, when he woke up on the morning of Friday, July 8, 2022, the Applicant's Rogers cellular phone line (mobile phone and internet) was not working;
18. According to many news outlets, the outage began at 2:00 a.m. on July 8, 2022, but "*Rogers didn't acknowledge the issue until just before 9:00 a.m. on Friday morning, leaving users in the dark for hours about when they might be able to use their devices again*", as it appears from the Global News article communicated as **Exhibit P-8**;
19. The Applicant was one of those left in the dark by Rogers. He noticed that his phone was not connected to a network around 7:30 a.m. and initially thought it an issue unique to him or that there was a problem with his bill payment (which there was not). It was only around 9:00 a.m., that the Applicant learnt through social media and the news that the issue was widespread;
20. In today's world, a cellular phone is an essential service, which is why the Applicant pays Rogers \$140 per month to have access to at all times;
21. However, on July 8, 2022, Rogers did not perform the service stipulated in the contract, contrary to section 16 CPA;
22. Moreover, and as Mr. Staffieri declared in Exhibit P-3, the cause of the network system failure was due to a maintenance update in Rogers' core network, which caused some of its routers to malfunction. This is clearly a consequence of Rogers' own act (i.e. something apparently going wrong when they were performing a maintenance update) and section 10 CPA precludes Rogers from raising a contractual clause that could liberate itself from liability and from the Applicant seeking one or more of the remedies provided for in section 272 CPA;
23. On July 8, 2022, the Applicant suffered damages that far exceeds the *credit equivalent to two days of service* (Exhibit P-4) that Rogers unilaterally decided was

appropriate after literally paralyzing the country for an entire day;

24. For example, around 4:00 p.m. on July 8, the Applicant drove back from St-Hubert to Blainville. This drive usually takes the Applicant approximately 1 hour to complete, but since the internet on his Rogers phone service was not functioning, he could not use his *Google Maps* application that he generally uses when driving. Without Google Maps directing him to the quickest route (i.e. to avoid traffic), the trip on July 8 took him 90 minutes;
25. Not only did the extra 30 minutes on the road cost the Applicant more money in gas (currently at approximately \$2.00 per litre), but he was extremely stressed because he was stuck in traffic in Montreal and knew that he would not be able to call 9-1-1 in the case of an emergency;
26. Under Telecom Regulatory Policy CRTC 2017-182 dated June 1 2017, Rogers must ensure that its mobile phone customers are able to contact 9-1-1, even if they do not have service, as it appears from said CRTC decision communicated as **Exhibit P-9**;
27. Rogers should have tested its update prior to launching in what is known in IT as “staging”. It also appears that Rogers performed its update without a “rollback”. Regardless of the exact technical reason, this breach can only be qualified as a gross negligence on the part of Rogers;
28. In fact, no Class members were able to access 9-1-1 on July 8, 2022, and the La Presse article titled “*Panne chez Rogers*” further confirms the systemic nature of the issues alleged herein, **Exhibit P-10**:

« Les services d’urgence comme le 911, la disponibilité d’Interac pour réaliser des paiements et des virements, et les services de certains guichets automatiques ont vite été touchés vendredi. »

29. In support of his claim for as a member of the Subclass, the Applicant adds that during the lunch hour he (and everyone else at the cafeteria that day) could not use his debit card to buy lunch because, as indicated in Exhibit P-10 and reproduced above, the Interac systems run on the Rogers network and, as such, were not functional on July 8, 2022. This is also confirmed by a CBC article titled “*Rogers says services mostly restored after daylong outage left millions offline*”, communicated as **Exhibit P-11**:

Debit payment services have also been interrupted.

“A nationwide telecommunications outage with a network provider ... is impacting the availability of some Interac services,” a spokesperson for Interac confirmed to CBC News.

“Debit is currently unavailable online and at checkout. Interac e-transfer is also widely unavailable, impacting the ability to send and receive payments.”

Bell confirmed that it is having no issues on its network, although it says customers are having difficulties connecting to anything on a Rogers network.

30. In this case, the troubles and inconvenience caused as a direct result of Rogers’ fault and negligence as alleged above (failing to ensure that proper safeguards were in place such as a rollback, staging, etc.), exceed the normal inconveniences that a person in the twenty-first century encounters and should be required to accept. Indeed, a full day outage for the entire country because Rogers was negligent in performing its maintenance update (Exhibit P-3) is unprecedented;
31. The stress and inconvenience experienced by the Applicant and all members do not fall within the category of ordinary social disturbances (this has never happened with Bell or Telus) and therefore constitute compensable damages;
32. The Applicant is entitled to and hereby claims a reduction of his obligations pursuant to s. 272(c) CPA because Rogers did not perform the service stipulated in the contract, contrary to section 16 CPA. Section 272 CPA also enables the Applicant to claim damages and punitive damages, which he claims as follows:

Head of damages	Amount
Reduction of obligations:	\$50.00
Troubles and inconvenience:	\$50.00
Punitive damages:	\$100.00
Total:	\$200.00

33. The Applicant believes that these amounts are reasonable, especially given that in its own internal document, Rogers Sales Assist (Exhibit P-6), Rogers gives its stores the ability and discretion to offer customers a \$50.00 credit “Due to a system issue” and “to apologize for the inconvenience and to try to make it right”:

System Issue: System Outage Coupon tool is enabled in Sales Assist

What’s Happening?

Due to a system issue, you’re now able to use our System Outage Coupon tool to offer impacted customers a one-time coupon for a \$50 bill credit if they were unable to complete a new activation (NAC) or hardware upgrade (HUP) in your store. It’s our way to apologize for the inconvenience and try to make it right when the customer returns to your store.

34. Punitive damages are also appropriate – and important – in this case, especially when comparing Rogers’ conduct with that of Bell and Telus who never experienced such an outage, presumably because their technicians use industry standards and norms prior to performing maintenance updates;
35. Rogers’ patrimonial situation is significant enough that punitive damages of \$100 per member is appropriate in the circumstances;

ii) **Cause of Action #2: Rogers violated sections 40-42 and 219 CPA by falsely advertising the most “reliable network”**

36. In the Summer of 2020, when he went to Rogers to switch from Bell Mobility, the Applicant was told at the store by Rogers that its network was the most “reliable”. This was one of the reasons he switched from Bell. This same representation about having the most “reliable network” has been repeated by Rogers multiple times since in similar variations;
37. For example, and as alleged at paragraphs 13 and 14 above, Rogers continues to mislead the public with the most recent variation of the advertising: “Canada’s Most Reliable 5G Network”. This was the marketing used by Rogers prior to the Applicant contracting with Rogers again in June 2022 (Exhibit P-7 dated June 12, 2022) and during the performance of the contract. Rogers’ marketing gave him the impression that Rogers did in fact have the “most reliable network”;
38. However, these claims of having the most reliable network turned out to be false;
39. Exhibits P-5 and P-6 leave no doubt that Rogers made controlled and systemic advertising to the effect that it had the most reliable network, which Rogers’ own management appear to have acknowledged was false by directing all of its stores to remove “the most reliable network” marketing on July 8, 2022;
40. The Applicant benefits from an absolute presumption of prejudice because: (1) Rogers violated section 219 CPA until it removed the marketing on July 8, 2022; (2) the Applicant saw the representation (“Canada’s most reliable 5G network”) that constituted a prohibited practice; (3) seeing that representation resulted in the formation, amendment or performance of a consumer contract (Exhibit P-7); and (4) a sufficient nexus existed between the content of the representation and the services covered by the contract;
41. Pursuant to section 272 CPA, the Applicant claims the same damages as for the first cause of action, namely:

Head of damages	Amount
Reduction of obligations:	\$50.00
Troubles and inconvenience:	\$50.00

Punitive damages:	\$100.00
Total:	\$200.00

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

42. The recourses of the Class and Subclass members raise identical, similar or related questions of fact or law, namely:
- a) On July 8 and/or July 9, 2022, did Rogers violate sections 10 and 16 CPA, and, if so, are Class members entitled to either a reduction of their obligation, damages and/or punitive damages, and in what amounts?
 - b) In the marketing of its services, did Rogers violate sections 40, 41, 42 or 219 CPA by claiming to have Canada’s most “reliable” network and, if so, are Class members entitled to either a reduction of their obligation, damages and/or punitive damages, and in what amounts?
 - c) Are Subclass members (including non-Rogers customers on July 8-9, 2022) who could not operate with their own device or make transactions because of the Rogers outage on July 8 and/or July 9, 2022, entitled to reparation pursuant to article 1457 of the Civil Code and in what amounts?

C) THE COMPOSITION OF THE CLASS

- 43. 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;
- 44. The Applicant conservatively estimates the number of persons included in the Class and Subclass to be in the millions;
- 45. The names and addresses of all persons included in the Class are not known to the Applicant, however, are all in the possession of Rogers;
- 46. Class members are very numerous and are dispersed across the province and across Canada;
- 47. 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;
- 48. 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 MEMBER REQUESTING TO BE APPOINTED AS REPRESENTATIVE PLAINTIFF IS IN A POSITION TO PROPERLY REPRESENT THE CLASS MEMBERS

49. The Applicant requests that he be appointed the status of representative plaintiff for the following main reasons:
- a) He is a member of the Class and has a personal interest in seeking the conclusions that he proposes herein;
 - b) He is competent, in that he has the potential to be the mandatary of the action if it had proceeded under article 91 of the *Code of Civil Procedure*;
 - c) His interests are not antagonistic to those of other Class members;
50. Additionally, the Applicant respectfully adds that:
- a) He mandated his attorney to file the present application for the sole purpose of having his rights, as well as the rights of the other members, recognized and protected so that they can receive an adequate compensation according to the law;
 - b) He was flabbergasted to learn that Rogers was only offering as compensation a *credit equivalent to two days of service* (Exhibit P-4);
 - c) He has the time, energy, will and determination to assume all the responsibilities incumbent upon him in order to diligently carry out the action;
 - d) He cooperates and will continue to fully cooperate with his attorney;
 - e) He has read this Application prior to its court filing;
 - f) He understands the nature of the action;

II. DAMAGES

51. Rogers has publicly acknowledged that Class and Subclass members have suffered damages (Exhibit P-2 and Exhibit P-3) and have already proposed a *credit equivalent to two days of service* (Exhibit P-4) to Class Members. However, the Applicant evaluates the damages to the Class as significantly more;
52. Furthermore, Rogers has offered no compensation whatsoever to Subclass members who are non-Rogers customers, despite acknowledging that this group also suffered damages (Exhibit P-2 and Exhibit P-3);
53. In light of the foregoing, the following damages may be claimed solidarily against the Defendants by Class members on account of each cause of action pursuant to section 272 CPA:

Head of damages	Amount
Reduction of obligations:	\$50.00
Troubles and inconvenience:	\$50.00
Punitive damages:	\$100.00
Total:	\$200.00

54. The Subclass members claim damages solidarily against the Defendants pursuant to article 1457 CCQ in an amount to be determined on the merits, with a complete evidentiary record;

III. NATURE OF THE ACTION AND CONCLUSIONS SOUGHT

55. The action that the Applicant wishes to institute on behalf of the members of the Class is an action for a reduction of obligations pursuant to s. 272(c) CPA, and in damages and punitive damages pursuant to s. 272 CPA;
56. The action that the Applicant wishes to institute on behalf of the members of the Subclass who were non-Rogers customers on July 8-9, 2022 is an action in civil liability pursuant to article 1457 CCQ;
57. The conclusions that the Applicant wishes to introduce by way of an originating application are:

ALLOW the class action of the Representative Plaintiff and the members of the Class and Subclass against the Defendants;

CONDEMN the Defendants, solidarily, to pay the Class members \$100.00 per member for each cause of action and **ORDER** that this condemnation be subject to collective recovery;

CONDEMN the Defendants, solidarily, to pay the Class members \$100.00 per member for each cause of action on account of punitive damages and **ORDER** that this condemnation be subject to collective recovery;

CONDEMN the Defendants, solidarily, to pay the Subclass members an amount to be determined on the merits and **ORDER** that this condemnation be subject to collective recovery;

CONDEMN the Defendants, solidarily, 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 and **ORDER** that this condemnation be subject to collective recovery;

ORDER the Defendants, solidarily, 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, solidarily, to bear the costs of the present action including the cost of 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;

IV. JURISDICTION

58. The Applicant requests that this class action be exercised before the Superior Court of the province of Quebec, in the district of Montreal.

FOR THESE REASONS, MAY IT PLEASE THE COURT:

1. **AUTHORIZE** the bringing of a class action, for the **Class** members, in the form of an originating application for a reduction of obligations pursuant to s. 272(c) CPA, and in damages and punitive damages pursuant to s. 272 CPA, as well as an action in civil liability pursuant to article 1457 CCQ for the **Subclass** members who were non-Rogers customers on July 8-9, 2022;
2. **APPOINT** the Applicant the status of Representative Plaintiff of the persons included in the Class and Subclass herein described as:

Class:

All consumers who had a service contract with Rogers, Fido Mobile or Chatr Mobile and who did not receive the services (including 9-1-1 services) on July 8 and/or July 9, 2022

(hereinafter referred to as the "**Class**")

Subclass:

All persons in Quebec on July 8 and/or July 9, 2022, who could not operate with their own device or make transactions because of the Rogers outage on July 8 and/or July 9, 2022

(hereinafter referred to as the "**Subclass**")

or any other Class to be determined by the Court;

3. **IDENTIFY** the principal questions of fact and law to be treated collectively as the following:
 - a) On July 8 and/or July 9, 2022, did Rogers violate sections 10 and

16 CPA, and, if so, are Class members entitled to either a reduction of their obligation, damages and/or punitive damages, and in what amounts?

- b) In the marketing of its services, did Rogers violate sections 40, 41, 42 or 219 CPA by claiming to have Canada's most "reliable" network and, if so, are Class members entitled to either a reduction of their obligation, damages and/or punitive damages, and in what amounts?
- c) Are Subclass members (including non-Rogers customers on July 8-9, 2022) who could not operate with their own device or make transactions because of the Rogers outage on July 8 and/or July 9, 2022, entitled to reparation pursuant to article 1457 of the Civil Code and in what amounts?

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

1. **ALLOW** the class action of the Representative Plaintiff and the members of the Class and Subclass against the Defendants;
2. **CONDEMN** the Defendants, solidarily, to pay the Class members \$100.00 per member for each cause of action and **ORDER** that this condemnation be subject to collective recovery;
3. **CONDEMN** the Defendants, solidarily, to pay the Class members \$100.00 per member for each cause of action on account of punitive damages and **ORDER** that this condemnation be subject to collective recovery;
4. **CONDEMN** the Defendants, solidarily, to pay the Subclass members an amount to be determined on the merits and **ORDER** that this condemnation be subject to collective recovery;
5. **CONDEMN** the Defendants, solidarily, 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 and **ORDER** that this condemnation be subject to collective recovery;
6. **ORDER** the Defendants, solidarily, to deposit in the office of this Court the totality of the sums which forms part of the collective recovery, with interest and costs;
7. **ORDER** that the claims of individual Class members be the object of collective liquidation if the proof permits and alternately, by individual liquidation;

8. **CONDEMN** the Defendants, solidarily, to bear the costs of the present action including the cost of 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;
5. **ORDER** the publication of a notice to the class members in accordance with article 579 C.C.P., pursuant to a further order of the Court, and **ORDER** the Defendants to pay for said publication costs;
6. **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;
7. **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;
8. **RENDER** any other order that this Honourable Court shall determine;
9. **THE WHOLE** with costs including publication fees.

Montreal, July 11, 2022

(s) LPC Avocat Inc.

LPC AVOCAT INC.

Mtre Joey Zukran

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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 **Montreal**.

Defendant's answer

You must answer the application in writing, personally or through a lawyer, at the courthouse of Montreal situated at 1 Rue Notre-Dame E, Montréal, Quebec, H2Y 1B6, 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:** *En liasse*, extracts of the CIDREQ for the Defendants;
- Exhibit P-2:** *En liasse*, July 8, 2022 public statement issued by Tony Staffieri, President and CEO at Rogers, in English and French;
- Exhibit P-3:** *En liasse*, July 9, 2022 public statement issued by Tony Staffieri, President and CEO at Rogers, in English and French;
- Exhibit P-4:** Tweet from the official Rogers Twitter account from July 9, 2022 at 1:51 PM, stating that it's a "*credit equivalent to two days of service*";
- Exhibit P-5:** Copy of the email sent from Shawn Dionisio, Retail Strategy Lead at Rogers to all Rogers stores on July 8, 2022, instructing them to remove all advertising referring to the "*Canada's Most Reliable 5G Network*";
- Exhibit P-6:** Screen capture of the Rogers Sales Assist (Rogers' internal Point of Sale system) titled "*Removal of Get on Canada's most Reliable 5G Network posters*" dated July 8, 2022;

- Exhibit P-7:** Copy of the Applicant's contract in force with Rogers on July 8, 2022 (dated June 12, 2020);
- Exhibit P-8:** Copy of Global News article from July 8, 2022 titled "*Rogers says wireless services restored for 'vast majority' as mass outage drags on*";
- Exhibit P-9:** Telecom Regulatory Policy CRTC 2017-182 dated June 1 2017;
- Exhibit P-10:** Copy of La Presse article from July 8, 2022, titled "*Panne chez Rogers*";
- Exhibit P-11:** Copy of CBC news article from July 8, 2022 titled "*Rogers says services mostly restored after daylong outage left millions offline*".

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, July 11, 2022

(s) LPC Avocat Inc.

LPC AVOCAT INC.

Mtre Joey Zukran

Attorney for the Applicant

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

TO: ROGERS COMMUNICATIONS CANADA INC.
4000-800 rue De La Gauchetiere Ouest
Montreal, Quebec, H5A 1K3

ROGERS COMMUNICATIONS INC.
4000-800 rue De La Gauchetiere Ouest
Montreal, Quebec, H5A 1K3

Defendants

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 **1 Rue Notre-Dame E, Montréal, Quebec, H2Y 1B6**, on the date set by the coordinator of the Class Action chamber.

GOVERN YOURSELVES ACCORDINGLY.

Montreal, July 11, 2022

(s) LPC Avocat Inc.

LPC AVOCAT INC.

Mtre Joey Zukran
Attorney for the Applicant
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500-06-001192-224

(Class Action)
SUPERIOR COURT
DISTRICT OF MONTREAL

ARNAUD VERDIER

Applicant

v.

**ROGERS COMMUNICATIONS CANADA INC.
ROGERS COMMUNICATIONS INC.**

Defendants

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

COPY

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N/D: JZ-239
