

CANADA

PROVINCE OF QUEBEC  
DISTRICT OF MONTREAL

(Class Action)  
SUPERIOR COURT

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NO: 500-06-001334-248

J. [REDACTED] R. [REDACTED], domiciled at [REDACTED]  
[REDACTED], District of  
Montreal, Quebec, [REDACTED]

Applicant

v.

**VIDÉOTRON LTÉE**, legal person having its  
head office at 612 St-Jacques Street W., City  
and District of Montreal, Quebec, H3C 4M8

and

**VIDÉOTRON S.E.N.C.**, legal person having its  
head office at 612 St-Jacques Street W., City  
and District of Montreal, Quebec, H3C 4M8

and

**COGECO CONNEXION INC.**, legal person  
having its head office at 3301-1 Place Ville-  
Marie, City and District of Montreal, Québec  
H3B 3N2

Defendants

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**AMENDED APPLICATION TO AUTHORIZE THE BRINGING OF A CLASS ACTION**  
(ARTICLES 571 AND FOLLOWING C.C.P.)

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**I. INTRODUCTION**

1. Applicant seeks to institute a class action on behalf of the following class of which she is a member:

<b>Class:</b> All persons whose monthly rate for one of Videotron's or Cogeco's services was	<b>Groupe:</b> Toutes les personnes dont la tarification mensuelle pour un des services de
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unilaterally increased by Videotron <u>or Cogeco</u> in contravention of section 11.2 of the <i>Consumer Protection Act</i> since September 20, 2021.	Vidéotron <u>ou Cogeco</u> a été augmentée unilatéralement par Vidéotron <u>ou Cogeco</u> en contravention des dispositions de l'article 11.2 de la <i>Loi sur la Protection du Consommateur</i> depuis le 20 septembre 2021.
(hereinafter referred to as the " <b>Class</b> ")	(ci-après le « <b>Groupe</b> »)

## II. CONDITIONS REQUIRED TO AUTHORIZE THIS CLASS ACTION (s. 575 C.C.P.):

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

2. Applicant has been a residential customer of Videotron for several years and is subscribed to Videotron's monthly postpaid services such as Home Telephone, Helix TV, Club illico and Helix Internet;
3. On November 29, 2023, Videotron sent an email to the Applicant, with the subject line "Rate increase", informing her (and what appears to be its entire client base) of a price increase to the Helix TV plan of \$3.00 per month (plus taxes), effective February 1, 2024 (the "**1<sup>st</sup> Notice**"), as it appears from **Exhibit P-1**;
4. There is no doubt that the 1<sup>st</sup> Notice is in contravention of section 11.2 CPA and, as such, is deemed without effect and unenforceable (*inopposable*) to the Applicant and all Class Members similarly situated, the whole pursuant sections 11.2 al. 3, 261, 262 and 272 CPA;
5. Indeed, as of February 1, 2024, Videotron began charging the Applicant an additional \$3.00 per month (plus taxes) for Helix TV, as it appears from the invoices disclosed *en liasse* as **Exhibit P-2**;
6. On September 12, 2024, Videotron sent a new email to the Applicant, with the subject line "Rate increase", informing her (and what appears to be its entire client base) of price increases to the "Home Phone Line" of \$2.00 per month, "Helix TV package" of \$2.00 per month, and "Helix Internet Plan" of \$2.00 per month (all plus taxes), effective December 4, 2024 (the "**2<sup>nd</sup> Notice**"), as it appears from **Exhibit P-3**;
7. Both the 1<sup>st</sup> Notice and 2<sup>nd</sup> Notice are in contravention of section 11.2 CPA, as well as the Videotron standard form agreement disclosed at **Exhibit P-4** (see clause 15.3), as they notably make no mention of the amended clause/price and the clause/price as it read formerly, rather only mention a \$3 and \$2 increase respectively;
8. Section 11.2 CPA is limpid and of public order; as such Applicant is entitled to claim \$3.00 plus taxes x 8 months (and ongoing until such date that Videotron complies with section 11.2 CPA and with its contractual obligations) on her behalf

and all Class Members similarly situated;

9. The Applicant's prejudice is a direct and proximate result of Videotron's illegal conduct and the price increases cannot be invoked against her;

**Punitive Damages**

10. There is no doubt that Videotron's illegal price increases are intentional and warrant a condemnation of punitive damages in the amount of \$200 per Class Member in the circumstances pursuant to section 272 CPA;
11. First, section 15.3 of the Videotron contract (Exhibit P-4) specifically mentions what the law provides for at section 11.2 CPA, but Videotron fails to respect this provision and by extension its own contractual undertakings whenever it increased the prices it charged Class Members for its services during the Class Period;
12. Second, Videotron has made judicial admissions both before the Superior Court of Quebec and the Court of Appeal – in the context of consumer class actions no less – that is well aware of its legal obligations pursuant to section 11.2 CPA (*Vidéotron c. Union des consommateurs*, 2017 QCCA 738, par. 34-35; *Union des consommateurs c. Vidéotron, s.e.n.c.*, 2015 QCCS 3821, par. 46 and 56, disclosed en liasse as **Exhibit P-5**), yet completely ignores its obligations in practice;
13. Videotron has generated tens of millions of dollars, if not more, increasing the rates for its services in contravention of section 11.2 CPA. For instance, Videotron declared that as of December 2022, it had 1,396,100 television subscribers, 1,904,200 high speed internet subscribers and 1,710,400 landline telephone subscribers, Applicant disclosing **Exhibit P-6**;
14. Applying the \$2 increase to each of these three services per month (as mentioned in the 2<sup>nd</sup> Notice, Exhibit P-3), generates the following amounts for Videotron on a **monthly** basis (excluding taxes paid by the Class Members):

Television	1,396,100 x \$2.00	\$2,792,200.00
Internet	1,904,200 x \$2.00	\$3,808,400.00
Landline telephone	1,710,400 x \$2.00	\$3,420,800.00
		<b>\$10,021,400.00</b>

15. Other Class Members received a rate increase notice from Videotron in January of 2023, informing them of price increases of \$3.00 per service for each of these three services that took effect in March of 2023, Applicant disclosing **Exhibit P-7**. The rate increase notice sent to Class Members in January 2023 was also in contravention of section 11.2 CPA for the same reasons alleged at paragraph 7 above, as it appears from **Exhibit P-8**. In that case, Videotron would have illegally collected the following amounts from March 2023 to September 2024:

Television	1,396,100 x \$3.00 x 7 months	\$29,318,100.00
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Internet	1,904,200 x \$3.00 x 7 months	\$39,988,200.00
Landline telephone	1,710,400 x \$3.00 x 7 months	\$35,918,400.00
		<b>\$105,224,700.00</b>

16. According to section 11.2 al. 3 CPA, Videotron must reimburse every dollar of this amount (plus taxes) to Class Members – something that Videotron was well aware of and the reason why its conduct can only be qualified as intentional;
17. Worse, when a journalist from Le Devoir reported on the January 2023 rate increases, Videotron tried to bribe him with a discount not to publish his article: “*J’en profite pour préciser que Vidéotron m’a offert personnellement un rabais pour éviter ce texte*”, as it appears from **Exhibit P-9**;

### **Injunctive Relief**

18. The Applicant has standing to seek injunctive relief pursuant to article 509 C.C.P. and hereby seeks orders from this Honourable Court prohibiting Videotron from perpetuating the illegal conduct and to modify the 2<sup>nd</sup> Notice (Exhibit P-3) to comply with section 11.2 CPA;

### **Defendant Cogeco Connexion Inc.**

- 18.1 Cogeco Connexion Inc. (“Cogeco”) is a telecommunications company that provides Internet, video and phone services to 1.6 million residential and business customers including in Québec and Ontario;
- 18.2 Cogeco engages in the same illegal practice with respect to its notices of rate increases that, just like Videotron, are in contravention of section 11.2 CPA;
- 18.3 For example, on December 14, 2023, Cogeco sent Class Members an email with the subject line “Upcoming price change” that did not even mention whether there would, in fact, be a price increase to their services, and simply invited Class Members to click on a hyperlink leading to an external webpage which required them to login to their accounts in order to read the document, as it appears from **Exhibit P-11**;
- 18.4 Cogeco’s notice, a copy of which is disclosed herewith as **Exhibit P-12**, was in contravention of section 11.2 CPA, notably because it made no mention of the amended clause/price and the clause/price as it read formerly, rather only mentioned an increase of \$5.99 per month plus taxes as of March 1, 2024;
- 18.5 In March of 2024, Cogeco did in fact increase the price of Class Members’ services by \$5.99 per month plus taxes, but this increase is unenforceable pursuant to section 11.2 al. 3 CPA, Cogeco’s monthly statements disclosed *en liasse* as **Exhibit P-13**;

18.6 Cogeco's increase is also in violation of its own standard form contract that stipulates that "This will be a clear and legible notice in writing containing (i) the new clause or the amended clause as well as the previous version" which does not appear anywhere in the notice (Exhibit P-11 or Exhibit P-12), Applicant referring to clause 15 of the Cogeco contract disclosed as Exhibit P-14;

18.7 As such, Cogeco's conduct is intentional and Class Members are entitled to obtain a reimbursement of all of the amounts paid following the illegal and unenforceable price increases, punitive damages, injunctive relief and a declaratory judgment against Cogeco;

## **B) THE COMMON QUESTIONS**

19. The recourses of the Class members raise identical, similar or related questions of fact or law, namely:
- a) Are Videotron's or Cogeco's "rate increase" or "*modification tarifaire*" notices in contravention of section 11.2 CPA?
  - b) Are Videotron's Cogeco's "rate increase" or "*modification tarifaire*" notices in contravention of the Videotron or Cogeco contracts?
  - c) Are the terms and conditions of the contract modifications enforceable against the Class Members?
  - d) Are Class Members entitled to the full reimbursement of the amounts paid on account of the various rate increases and for how long?
  - e) Are Class Members entitled to punitive damages of \$200.00 each?
  - f) Should an injunctive remedy be ordered to prohibit Videotron and Cogeco from continuing to perpetrate their prohibited conduct?

## **C) THE COMPOSITION OF THE CLASS**

20. 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;
21. The Class includes all Class Members who were impacted by a price increase effected by Videotron in contravention of section 11.2 CPA, for any of Videotron's services, including Home Phone Line, Helix TV package, Helix Internet plan and mobile. For Cogeco, the services include Television, Internet and phone;
22. To give an idea of the size of the class, Applicant discloses the illegal January 2022 rate increase notice as **Exhibit P-10**, and refers to Exhibit P-1, Exhibit P-3 and Exhibit P-8 as examples of other illegal rate increases by Videotron (following discovery on the merits Applicant will obtain all of the rate increase notices sent by

Videotron during the Class Period or the rate increases that went into effect during the Class Period);

23. According to Exhibit P-6, there are likely more than 1 million Class Members. As for Cogeco, they claim to have more than 1.6 million customers including in Quebec;
24. Class members are very numerous and are dispersed across the province and Canada;
25. These facts demonstrate that it would be impossible to contact each and every Class member to obtain mandates and to join them in one action, and, 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) ADEQUATE REPRESENTATIVE**

26. The Applicant requests that she be appointed the status of representative plaintiff for the following main reasons:
  - a) she is a member of the Class and has a personal interest in seeking the conclusions proposed herein;
  - b) she 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) her interests are not antagonistic to those of other Class members;
27. Additionally, the Applicant respectfully adds that:
  - a) she has the time, energy, will and determination to assume all the responsibilities incumbent upon her in order to diligently carry out the action;
  - b) after learning about the situation, she mandated her attorneys to file the present application for the sole purpose of having her rights, as well as the rights of other Class Members, recognized and protected so that they can be adequately compensated;
  - c) she understands the nature of the action; and
  - d) she wants to hold Videotron accountable.
28. As for identifying other Class members, the Applicant draws certain inferences from the situation and realizes that by all accounts, there is a very significant number of Class Members that find themselves in an identical situation, and that it would not be useful to attempt to identify each of them given their sheer numbers;

### III. NATURE OF THE ACTION AND CONCLUSIONS SOUGHT

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

**GRANT** the Representative Plaintiff's action against the Defendants on behalf of all Class Members;

**DECLARE** that the rate increases imposed by the Defendants are illegal and unenforceable against Class Members pursuant to section 11.2 of the *Consumer Protection Act*;

**ORDER** the Defendants to cease engaging in the prohibited practice of sending rate increase notices that contravene section 11.2 of the *Consumer Protection Act* and **ORDER** the Videotron Defendants to resend the September 12, 2024 rate increase notice in conformity with section 11.2 CPA, failing which any price increase mentioned therein be declared illegal;

**CONDEMN** the Defendants, solidarily amongst the Videotron entities, to reimburse each Class Member the amounts illegally imposed by them following the illegal rate increase notices and **ORDER** the collective recovery of these amounts;

**CONDEMN** the Defendants, solidarily amongst the Videotron entities, to pay punitive damages in the amount of \$200.00 per Class Member and **ORDER** the collective recovery of these amounts;

**CONDEMN** the Defendants, solidarily amongst the Videotron entities, 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 collective recovery of all amounts awarded to the Class Members;

**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, solidarily, 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.

#### IV. JURISDICTION

31. The Applicant requests that this class action be exercised before the Superior Court in the district of Montreal because she is a consumer and resides in this district.

#### FOR THESE REASONS, MAY IT PLEASE THE COURT:

1. **GRANT** the present application;
2. **AUTHORIZE** the bringing of a class action in the form of an originating application in damages, declaratory judgment and injunctive relief;
3. **APPOINT** the Applicant the status of Representative Plaintiff of the persons included in the Class herein described as:

<b>Class:</b>  All persons whose monthly rate for one of Videotron's <u>or Cogeco's</u> services was unilaterally increased by Videotron <u>or Cogeco</u> in contravention of section 11.2 of the <i>Consumer Protection Act</i> since September 20, 2021.  (hereinafter referred to as the " <b>Class</b> ")	<b>Groupe:</b>  Toutes les personnes dont la tarification mensuelle pour un des services de Vidéotron <u>ou Cogeco</u> a été augmentée unilatéralement par Vidéotron <u>ou Cogeco</u> en contravention des dispositions de l'article 11.2 de la <i>Loi sur la Protection du Consommateur</i> depuis le 20 septembre 2021.  (ci-après le « <b>Groupe</b> »)
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4. **IDENTIFY** the principle questions of fact and law to be treated collectively as the following:
  - a) Are Videotron's or Cogeco's "rate increase" or "*modification tarifaire*" notices in contravention of section 11.2 CPA?
  - b) Are Videotron's or Cogeco's "rate increase" or "*modification tarifaire*" notices in contravention of the Videotron or Cogeco contracts?
  - c) Are the terms and conditions of the contract modifications enforceable against the Class Members?
  - d) Are Class Members entitled to the full reimbursement of the amounts paid on account of the various rate increases and for how long?
  - e) Are Class Members entitled to punitive damages of \$200.00 each?
  - f) Should an injunctive remedy be ordered to prohibit Videotron and Cogeco from continuing to perpetrate their prohibited conduct?



5. **IDENTIFY** the conclusions sought by the class action to be instituted as being the following:
- a) **GRANT** the Representative Plaintiff's action against the Defendants on behalf of all Class Members;
  - b) **DECLARE** that the rate increases imposed by the Defendants are illegal and unenforceable against Class Members pursuant to section 11.2 of the *Consumer Protection Act*;
  - c) **ORDER** the Defendants to cease engaging in the prohibited practice of sending rate increase notices that contravene section 11.2 of the *Consumer Protection Act* and **ORDER** the Videotron Defendants to resend the September 12, 2024 rate increase notice in conformity with section 11.2 CPA, failing which any price increase mentioned therein be declared illegal;
  - d) **CONDEMN** the Defendants, solidarily amongst the Videotron entities, to reimburse each Class Member the amounts illegally imposed by them following the illegal rate increase notices and **ORDER** the collective recovery of these amounts;
  - e) **CONDEMN** the Defendants, solidarily amongst the Videotron entities, to pay punitive damages in the amount of \$200.00 per Class Member and **ORDER** the collective recovery of these amounts;
  - f) **CONDEMN** the Defendants, solidarily amongst the Videotron entities, 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*;
  - g) **ORDER** the collective recovery of all amounts awarded to the Class Members;
  - h) **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;
  - i) **ORDER** that the claims of individual Class Members be the object of collective liquidation if the proof permits and alternately, by individual liquidation;
  - j) **CONDEMN** the Defendants, solidarily, 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.

6. **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;
7. **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;
8. **DECLARE** that all members of the Class that have not requested their exclusion, be bound by any judgment to be rendered on the class action to be instituted in the manner provided for by the law;
9. **RENDER** any other order that this Honourable Court shall determine;
10. **THE WHOLE** with costs, including the court stamp, bailiff fees, stenographer fees and publication fees.

Montreal, September 20, 2024

*(s) LPC Avocats*

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**LPC AVOCATS**

Mtre Joey Zukran

Attorneys for the Applicant

276 Saint-Jacques Street, Suite 801

Montréal, Québec, H2Y 1N3

Telephone: (514) 379-1572

Telecopier: (514) 221-4441

Email: [jzukran@lpclex.com](mailto:jzukran@lpclex.com)

**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:** Email dated November 29, 2023, from Videotron with the subject line "Rate increase";
- Exhibit P-2:** *En liasse*, Applicant's Vidéotron invoices;
- Exhibit P-3:** Email dated September 12, 2024, from Videotron with the subject line "Rate increase";
- Exhibit P-4:** Copy of Videotron standard form agreement;
- Exhibit P-5:** Copy of judgments: *Vidéotron c. Union des consommateurs*, 2017 QCCA 738; and *Union des consommateurs c. Vidéotron, s.e.n.c.*, 2015 QCCS 3821;
- Exhibit P-6:** Videotron press release dated April 5, 2023, titled "*Vidéotron à nouveau nommée entreprise detélécommunications la plus admirée des Québécois !*";
- Exhibit P-7:** Videotron chat forums concerning the January 2023 rate increase;
- Exhibit P-8:** January 2023 rate increase notice;

- Exhibit P-9:** Le Devoir article dated January 19, 2023, titled “*Vulgaire Vidéotron*”;
- Exhibit P-10:** January 2022 rate increase notice.
- Exhibit P-11:** December 14, 2023, email sent from Cogeco to Class Members with the subject line “Upcoming price change”;
- Exhibit P-12:** Cogeco price increase notice from December 2023;
- Exhibit P-13:** En liasse, monthly Cogeco statements showing the price increase;
- Exhibit P-14:** En liasse, English and French versions of the Cogeco “General Terms and Conditions for Quebec”.

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 20, 2024

*(s) LPC Avocats*

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**LPC AVOCATS**

Mtre Joey Zukran  
Attorneys for the Applicant  
276 Saint-Jacques Street, Suite 801  
Montréal, Québec, H2Y 1N3  
Telephone: (514) 379-1572  
Telecopier: (514) 221-4441  
Email: [jzukran@lpclex.com](mailto:jzukran@lpclex.com)

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

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**TO: VIDÉOTRON LTÉE**  
612 St-Jacques Street West  
Montreal, Quebec, H3C 4M8

and

**VIDÉOTRON S.E.N.C.**  
612 St-Jacques Street West  
Montreal, Quebec, H3C 4M8

and

**COGECO CONNEXION INC.**  
3301-1 Place Ville-Marie  
Montreal, Québec, H3B 3N2

**TAKE NOTICE** that Applicant's *Amended Application to Authorize the Bringing of a Class Action* 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 Division.

Montreal, September 20, 2024

*(s) LPC Avocats*

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**LPC AVOCATS**

Mtre Joey Zukran

Attorney for the Applicant

276 Saint-Jacques Street, Suite 801

Montréal, Québec, H2Y 1N3

Telephone: (514) 379-1572

Telecopier: (514) 221-4441

Email: [jzukran@lpclex.com](mailto:jzukran@lpclex.com)