

**C A N A D A**

**PROVINCE OF QUEBEC  
DISTRICT OF MONTREAL**

**SUPERIOR COURT  
(Class Actions)**

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**NO: 500-06-001365-259**

**CORPORATION TRANSPORT VITESSE**,  
legal person having its head office at 1111  
46<sup>th</sup> Avenue, city and district of Montreal,  
Province of Quebec, H8T 3C5

and

**SERVICES DE CAMIONNAGE VITESSE  
INC.**, legal person having its head office at  
1111 46<sup>th</sup> Avenue, city and district of  
Montreal, province of Quebec, H8T 3C5

Applicants

and

**MICROSOFT CORPORATION**, legal person  
having its head office at 1 Microsoft Way,  
Redmond, Washington, 98052, U.S.A.

v.

**MICROSOFT CANADA INC.**, legal person  
having a principal establishment at 450-2000  
McGill College Avenue, city and district of  
Montreal, province of Quebec H3A 3H3

Defendants

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

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**TO ONE OF THE HONOURABLE JUDGES OF THE SUPERIOR COURT, SITTING IN  
AND FOR THE DISTRICT OF MONTREAL, YOUR APPLICANTS STATE:**

1. The Applicants seek authorization to institute a class action on behalf of the following class of which they are members, namely:

All consumers and businesses in Canada who could not use one or more of the Microsoft services from March 1, 2025 and until the Microsoft services were fully restored, or who were impacted by the Microsoft outage;	Tous les consommateurs et entreprises au Canada qui n'ont pas pu utiliser les services de Microsoft à partir du 1 <sup>er</sup> mars 2025 et jusqu'à ce que les services de Microsoft soient entièrement rétablis, ou qui ont été affectés par la panne Microsoft;
(hereinafter referred to as the "Class")	(ci-après le « Groupe »)
or any other class to be determined by the Court;	ou tout autre groupe à être déterminé par la Cour;

**I. CONDITIONS REQUIRED TO AUTHORIZE A CLASS ACTION (S. 575 C.C.P.):**

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

2. The Defendants (hereinafter collectively "**Microsoft**") offer technological solutions to consumers and corporations around the world, such as Outlook, TEAMS, Office 365, Azure and the Authenticator, no name a few. The business information statement from the Enterprise Register for Microsoft is communicated as **Exhibit P-1**;
3. The Applicants operate logistic, warehouse and trucking business. The business information statements from the Enterprise Register for the Applicants are communicated *en liasse* as **Exhibit P-2**;
4. In the course of their business, the Applicants spend tens of thousands of dollars monthly for their Microsoft services and rely on Microsoft's software to operate their business;
5. The Applicants businesses consist of more than 180 employees who are all connected and dependent upon Microsoft's services;
6. On Saturday, March 1, 2025, several of Microsoft's services that the Applicants pay for and use daily went down. The outage persisted into Monday, March 3, 2025, as it appears from an article published in the Toronto Star titled "**Microsoft Outlook service returns to some users after second outage in Canada within days**", Applicants disclosing **Exhibit P-3**;
7. At the beginning of the outage, the Applicants' employees could not send or receive emails, effectively paralyzing their business;
8. As of Monday, March 3, 2025, the Applicants were still suffering a prejudice from the Microsoft service disruption as several of their services were still down, such as "Loadlink" (which was down because of the Microsoft outage), Applicants disclosing the email they received from Loadlink on March 3, 2025, at 12:45 p.m. as **Exhibit P-4**, mentioning:

“Loadlink is currently experiencing some unexpected technical difficulties impacting our systems and causing some users to experience access issues. **This has been caused by a Microsoft service disruption**”.

9. Loadlink is a service that the Applicants business relies on to operate, and Microsoft’s service disruption prevented them from being able to post loads, to book loads or to book carriers, causing them a financial prejudice and loss of revenue, in addition to the amounts they pay monthly for their Microsoft services and licenses;
10. Microsoft has publicly admitted to the service disruption that has impacted its customers and other individuals and businesses across Canada and the United States, Applicants disclosing **Exhibit P-5**;
11. Like millions of Canadian individuals and businesses, the Applicants could send or receive emails, and could not perform basic everyday operations required to run a business – and for which they paid and relied upon Microsoft for;
12. The Microsoft outage had a disruptive and prejudicial effect on the Applicants and Microsoft failed to provide the services it was contractually and legally obligated to provide (articles 1458, 1590 and 2100 CCQ);
13. In 2025, a company of Microsoft’s prominence must have systems and backups in place to prevent such outages or disruptions from occurring – and if they do occur, the victims must be financially compensated;
14. The troubles and inconvenience caused as a direct result of Microsoft’s faults and gross negligence as alleged above (failing to ensure that proper safeguards were in place and sustaining 2 outages in less than 3 days), exceed the normal inconveniences that a person in the twenty-first century encounters and should be required to accept. Indeed, a full day outage of email services – which Applicants pay monthly fees to have – is unacceptable;
15. The Applicants are entitled to claim, and do hereby claim, on their behalf and on behalf of all Class Members, compensatory damages and a reduction in their obligations in aggregate amounts to be determined on the merits;
16. The Applicants also claim punitive damages on behalf of consumer Class Members pursuant to section 272 CPA, given that Microsoft failed to put adequate measures in place and must be held accountable to ensure that such a major service disruption does not happen again;

## **B) THE COMMON QUESTIONS**

17. The recourses of the Class members raise identical, similar or related questions of fact or law, namely:

- a) Did Microsoft breach its contractual or legal obligations?
- b) Are Class Members entitled to a reduction of their obligations, damages and/or punitive damages, and in what amounts?
- c) Did Microsoft commit an extracontractual fault? If so, are Class Members entitled to damages and in what amounts?

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

- 18. 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;
- 19. The Applicants conservatively estimates the number of persons included in the Class to be in the tens of thousands, if not more;
- 20. The names and addresses of all persons included in the Class are not known to the Applicant, however, many are in the possession of Microsoft;
- 21. Class members are very numerous and are dispersed across the province and across Canada;
- 22. 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;
- 23. 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 REPRESENTATIVES**

- 24. The Applicants request that they be appointed the status of representative plaintiffs for the following main reasons:
  - a) They are members of the Class and have a personal interest in seeking the conclusions that they propose herein;
  - b) They are competent, in that they have the potential to be the mandataries of the action if it had proceeded under article 91 of the *Code of Civil Procedure*;
  - c) Their interests are not antagonistic to those of other Class members;
- 25. Additionally, the Applicants respectfully adds that:
  - a) They mandated their attorneys to file the present application for the sole purpose of having their 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) They want to hold Microsoft accountable, who has not offered any compensation at all;
- c) Their representatives have the time, energy, will and determination to assume all the responsibilities incumbent upon them in order to diligently carry out the action;
- d) They cooperate and will continue to fully cooperate with her attorneys;

## **II. DAMAGES**

- 26. Microsoft has publicly acknowledged that Class Members have suffered damages (Exhibit P-5 is an example), but failed to compensate them for same, or to voluntarily offer a reduction of their obligations while not providing the services paid for;
- 27. In light of the foregoing, Class Members can claim the following against Microsoft: reduction of obligations, damages, troubles and inconvenience and punitive damages (pursuant to section 272 CPA for consumer Class members);
- 28. Class members who do not have a direct contractual relationship with Microsoft, and who suffered a prejudice as a result of the Microsoft outage, can claim damages under article 1457 CCQ;

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

- 29. The action that the Applicants wish to institute on behalf of the members of the Class is an action for a reduction of obligations and in damages;
- 30. The conclusions that the Applicants wish to introduce by way of an originating application are:
  - 1. **ALLOW** the class action of the Representative Plaintiffs and the members of the Class and against the Defendants;
  - 2. **CONDEMN** the Defendants to pay the Class members an amount to be determined on the merits in damages and **ORDER** that this condemnation be subject to collective recovery;
  - 3. **CONDEMN** the Defendants to pay the consumer Class members punitive damages in an amount to be determined and **ORDER** that this condemnation be subject to collective recovery;
  - 4. **CONDEMN** the Defendants 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;

5. **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;
6. **ORDER** that the claims of individual Class members be the object of collective liquidation if the proof permits and alternately, by individual liquidation;
7. **CONDEMN** the Defendants 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

31. The Applicants requests that this class action be exercised before the Superior Court of the province of Quebec, in the district of Montreal. Applicant Ms. Toledano is a consumer and resides in this district.

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

1. **AUTHORIZE** the bringing of a class action in the form of an originating application for a reduction of obligations and in damages;
2. **APPOINT** the Applicants the status of Representative Plaintiffs of the persons included in the Class herein described as:

All consumers and businesses in Canada who could not use one or more of the Microsoft services from March 1, 2025 and until the Microsoft services were fully restored, or who were impacted by the Microsoft outage;  (hereinafter referred to as the “ <b>Class</b> ”)  or any other class to be determined by the Court;	Tous les consommateurs et entreprises au Canada qui n'ont pas pu utiliser les services de Microsoft à partir du 1 <sup>er</sup> mars 2025 et jusqu'à ce que les services de Microsoft soient entièrement rétablis, ou qui ont été affectés par la panne Microsoft;  (ci-après le « <b>Groupe</b> »)  ou tout autre groupe à être déterminé par la Cour;
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3. **IDENTIFY** the principal questions of fact and law to be treated collectively as the following:
  - a) Did Microsoft breach its contractual or legal obligations?
  - b) Are Class Members entitled to a reduction of their obligations, damages and/or punitive damages, and in what amounts?
  - c) Did Microsoft commit an extracontractual fault? If so, are Class Members entitled to damages 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 Plaintiffs and the members of the Class and against the Defendants;
  2. **CONDEMN** the Defendants to pay the Class members an amount to be determined on the merits in damages and **ORDER** that this condemnation be subject to collective recovery;
  3. **CONDEMN** the Defendants to pay the consumer Class members punitive damages in an amount to be determined and **ORDER** that this condemnation be subject to collective recovery;
  4. **CONDEMN** the Defendants 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;
  5. **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;
  6. **ORDER** that the claims of individual Class members be the object of collective liquidation if the proof permits and alternately, by individual liquidation;
  7. **CONDEMN** the Defendants 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 judgment to be rendered herein;
7. **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;
8. **RENDER** any other order that this Honourable Court shall determine;
9. **THE WHOLE** with costs including publication fees.

Montreal, March 3, 2025

*(s) LPC Avocats*

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**LPC AVOCATS**

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Counsel for the Representative Plaintiff

Montreal, March 3, 2025

*(s) Renno Vathilakis Inc.*

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**RENNO VATHILAKIS INC.**

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Counsel for the Representative Plaintiff



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

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**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:** Business information statement from the Enterprise Register for Microsoft;
- Exhibit P-2:** *En liasse*, Business information statements from the Enterprise Register for the Applicants;
- Exhibit P-3:** Article published in the Toronto Start on March 3, 2025, titled "*Microsoft Outlook service returns to some users after second outage in Canada within days*";
- Exhibit P-4:** Email sent to Applicants on March 3, 2025, concerning Loadlink system disruption;
- Exhibit P-5:** *En liasse*, tweets on "X" from Microsoft concerning the outage.

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, March 3, 2025

Montreal, March 3, 2025

*(s) LPC Avocats*

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**LPC AVOCATS**

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Counsel for the Representative Plaintiff

*(s) Renno Vathilakis Inc.*

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Counsel for the Representative Plaintiff

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

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**TO: MICROSOFT CORPORATION**

1 Microsoft Way  
Redmond, Washington, 98052  
U.S.A.

**MICROSOFT CANADA INC.**

450-2000 McGill College Avenue  
Montreal, Quebec, H3A 3H3

**TAKE NOTICE** that Applicants' *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 a date and time to be set by the Court.

**GOVERN YOURSELVES ACCORDINGLY.**

Montreal, March 3, 2025

Montreal, March 3, 2025

*(s) LPC Avocats*

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Counsel for the Representative Plaintiff

*(s) Renno Vathilakis Inc.*

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Counsel for the Representative Plaintiff

500-06-001365-259

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(Class Action)  
SUPERIOR COURT  
DISTRICT OF MONTREAL

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**CORPORATION TRANSPORT VITESSE**  
and  
**SERVICES DE CAMIONNAGE VITESSE INC.**

Applicants

v.

**MICROSOFT CORPORATION**  
and  
**MICROSOFT CANADA INC.**

Defendants

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

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**ORIGINAL**

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**BL 6059**

**N/D: JZ-285**

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