

CANADA

PROVINCE OF QUEBEC
DISTRICT OF MONTREAL

No.: 500-06-000636-130

**SUPERIOR COURT
(Class Action)**

INGA SIBIGA, domiciled and residing at


Representative Plaintiff

v.

FIDO SOLUTIONS INC., legal person having
a place of business at 4000-800 rue De La
Gauchetière Ouest, Montréal, Québec, H5A
1K3

- and -

ROGERS COMMUNICATIONS INC., legal
person having a place of business at 4000-
800 rue De La Gauchetière Ouest, Montréal,
Québec, H5A 1K3

- and -

BELL MOBILITY INC., legal person having a
place of business at Tour A-7, 1 Carrefour
Alexander-Graham-Bell, Verdun, Québec,
H3E 3B3

- and -

TELUS COMMUNICATIONS COMPANY,
legal person having a place of business at
2200-630 boul. René-Lévesque O., Montréal,
Québec, H3B 1S6

Defendants

**ORIGINATING APPLICATION
(Articles 141 and 583 C.C.P.)**

**TO THE HONOURABLE JUDGE GUYLAINE BEAUGÉ OF THE SUPERIOR
COURT OF QUÉBEC, SITTING IN AND FOR THE DISTRICT OF MONTREAL,
THE REPRESENTATIVE PLAINTIFF ALLEGES THE FOLLOWING:**

THE AUTHORIZATION JUDGMENT

1. On August 10, 2016, the Court of Appeal of Quebec authorized the present class action and named the Plaintiff as the representative of persons forming part of the following class:

All consumers residing in Quebec who were charged international mobile data roaming fees by the Defendants at a rate higher than \$5.00 per megabyte after January 8, 2010;

Tous les consommateurs qui résident au Québec et à qui les intimés ont chargé des frais d'itinérance pour les données à un taux excédant 5,00 \$ par mégaoctet après le 8 janvier 2010;

as appears from a copy of the judgment, filed as Exhibit **P-1**;

2. The Court of Appeal identified the main issues to be dealt with collectively as follows:

- a) Does the disproportion between the international mobile data roaming fees charged to the class members and the value of the service provided by the Defendants constitute exploitation and objective lesion under section 8 of the *Consumer Protection Act* (the "**CPA**")?

- b) Are the Defendants' international mobile data roaming fees excessively and unreasonably detrimental to consumers such that the contractual clauses allowing them to charge such fees are abusive under article 1437 C.C.Q.?

- c) Must the class member's obligations be reduced and if so, by how much?

- d) Are the class members entitled to punitive damages, and if so, what amount must the Defendants pay?

3. In summary, the Plaintiff alleges that the international mobile data roaming fees charged by the Defendants during the class period are disproportionate, exploitative and abusive, and bear no relation to the cost of providing such services. The Plaintiff alleges that as a consequence, these rates contravene article 8 of the *Consumer Protection Act*, RSQ, c. P-40.1 ("**CPA**") and article 1437 of the *Civil Code of Québec* ("**C.C.Q.**"), which read as follows:

Art. 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 C.C.Q. 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.

4. This class action thus seeks a reduction of the Defendants' fees for class members as well as punitive damages under article 272 of the *CPA*;

THE DEFENDANTS AND THEIR ASSOCIATED BRANDS

5. The Defendants are wireless services providers ("**WSPs**") who contract with Quebec consumers to provide them wireless services on their mobile devices, including mobile data services;
6. Fido Solutions Inc. offers consumers wireless services under the name "Fido Solutions" ("**Fido**"), as appears from a copy of its entry in the Quebec Enterprise Register, filed as Exhibit **P-2**, and a copy of its Terms and Conditions dated December 6, 2012, filed as Exhibit **P-3**;
7. Rogers Communications Inc. offers consumers wireless services under the names "Rogers Wireless" ("**Rogers**") and "Chatr Wireless" ("**Chatr**"), as appears from a copy of its entry in the Quebec Enterprise Register, filed as Exhibit **P-4**, a copy of Rogers' Terms of Service dated September 2012, filed as Exhibit **P-5**, and a copy of Chatr's Terms of Service dated September 2, 2012, filed as Exhibit **P-6**;
8. Bell Mobility Inc. offers consumers wireless services under the names "Bell Mobility" ("**Bell**"), "Virgin Mobile Canada" ("**Virgin Mobile**") and "Solo Mobile" ("**Solo**"), as appears from a copy of its entry in the Quebec Enterprise Register, filed as Exhibit **P-7**, a copy of Bell's Terms of Service dated December 21, 2012, filed as Exhibit **P-8**, a copy of Virgin Mobile's Terms and Conditions of Service dated December 12, 2012, filed as Exhibit **P-9**, and a copy of Solo's Terms of Service dated November 7, 2012, filed as Exhibit **P-10**;
9. Telus Communications Company offers consumers wireless services under the names "Telus Mobility" ("**Telus**") and "Koodo Mobile" ("**Koodo**"), as appears from a copy of its entry in the Quebec Enterprise Register, filed as

Exhibit **P-11**, a copy of Telus' Service Terms dated December 17, 2013, filed as Exhibit **P-12**, and a copy of Koodo's Service Terms dated November 24, 2012, filed as Exhibit **P-13**;

INTERNATIONAL MOBILE DATA ROAMING

10. Mobile data services generally include but are not limited to email, web browsing, application usage, instant messaging, picture and video messaging, and video calling;
11. The Defendants offer class members international roaming so that they can use wireless services on another WSP's network while they travel outside of Canada;
12. The Defendants charge class members international mobile data roaming fees when they use their mobile device to download or upload data on a foreign network. The Defendants set rates per kilobyte ("**KB**") or megabyte ("**MB**")¹ for data roaming in either a given foreign country or a group of countries organized into zones, as appears from copies of the Defendants' website pages listing their standard international mobile data roaming rates as of December 2012, filed as Exhibit **P-14**, *en liasse*;
13. The Defendants allow their consumers to purchase prepaid international mobile data roaming plans or add-ons ("**travel plan(s)**") that enable use of a specified amount of mobile data at a lower pay-per-use rate;
14. In order to provide mobile data services outside of Canada, wireless operators enter into international roaming agreements with domestic or foreign WSPs. These contracts are not publicly available;

THE DISPROPORTION BETWEEN THE FEES CHARGED TO CLASS MEMBERS AND THE SERVICES PROVIDED BY THE DEFENDANTS

15. The available evidence clearly demonstrates that the cost of providing international mobile data roaming services represents a minuscule fraction of the retail rates charged by the Defendants and that such retail rates are exploitative and abusive;

¹ The Defendants each equate 1 MB of data with 1024 KB of data, and 1 gigabyte (GB) of data with 1024 MB of data.

16. The Plaintiff's counsel unsuccessfully attempted to obtain direct evidence in this regard from the CRTC by means of access to information requests, as appears from copies of such requests and answers thereto, filed as Exhibit **P-15**, *en liasse*;
17. In a response to such a request sent October 24, 2012 (included in P-15), the Access to information coordinator at the CRTC Dana McAteer wrote that because the CRTC did not require WSP's to file for approval tariffs relating to mobile wireless data, the CRTC "does not require these entities (WSP's) to provide it with the underlying costs of provisioning such services", as appears from P-15;
18. The underlying elements determining the cost of providing such services to Quebec consumers are thus not public, but such information is within the possession and control of the Defendants and the Plaintiff intends to obtain it through discovery²;
19. In its authorization judgement, the Court of Appeal confirms that the Plaintiff can also use indirect evidence, including market comparisons and other indicators, to prove that the rates charged by the Defendants for international mobile data roaming are exploitative³;

Admissions by Telus executives: Telus can cut its prices in half and still make a profit

20. On June 8, 2011, the Globe and Mail published an article on international mobile data roaming that contained certain declarations by Telus' VP of Mobility Marketing, Brent Johnston, as appears from a copy of the article, filed as Exhibit **P-16**;
21. P-16 reads in part as follows:

Telus Corp.'s vice-president of mobility marketing Brent Johnston said he "absolutely agrees" with the OECD report's findings about high prices in Canada, and blamed it on the previous monopoly Rogers had on international roaming deals (because Bell and Telus used a wireless technology that differed from most international carriers, unlike Rogers).

Mr. Johnston said wireless providers could still make a profit by cutting roaming charges considerably. He said Telus would announce a significant price reduction before the summer travel season.

² P-1 at paras. 73-75, 127.

³ *Ibid.* at para 76.

"Dropping [the price] more than 50 per cent on data still allows us to be profitable," Mr. Johnston said in an interview.

He said that as a relative newcomer to international roaming, Telus would have less sway than Rogers in negotiating lower international roaming rates with wireless carriers around the world.

22. Following Mr. Johnston's declarations, Telus in fact announced on June 11, 2011 that it would lower its mobile data roaming rates by 60% from \$25 to \$10 per MB in every country other than the United States and satellite locations, as appears from a copy of its June 11, 2011 media release, filed as Exhibit P-17;

23. P-17 reads in part as follows:

After the launch of our new HSPA+ wireless network in late 2009, TELUS was able to offer our customers a true international roaming capability for the first time, ending Rogers' monopoly in international roaming for Canadians. We quickly started working with carriers around the world to negotiate reduced roaming rates for our customers and we now want to make it as simple and affordable as possible for our customers to use their smartphones wherever they go, without coming home to a surprise on their bill" said David Fuller, TELUS Chief Marketing Officer.

24. The Plaintiff submits that the ability of a relative newcomer to international mobile data roaming like Telus to cut its rates so significantly in 2011 suggests that the other Defendants also had access to similar low wholesale rates;

25. Thus, Telus' admission that its rates were so profitable that they could cut them by 60% and still make a profit clearly establishes that the Defendants' retail rates before June 2011 greatly exceeded the costs of providing this service;

The European Union Roaming Regulations

26. On July 1, 2009, the EU amended *Regulation (EC) No 717/2007 on Roaming on Public Mobile Telephone Networks within the Community*. The 2009 amendments established a wholesale price cap on mobile data roaming fees and gradually lowered this price cap each year, as appears from a copy of the 2009 consolidated version of the amended Regulation, filed as Exhibit P-18;

27. On May 10, 2012, the EU replaced the previous Regulation (P-18) with *Regulation (EU) No 531/2012 on Roaming on Public Mobile Communications Networks within the Union* ("EU Regulations"). This regulation further reduced the wholesale price caps and introduced a retail price cap on mobile

data roaming fees that would decrease each year, as appears from a copy of the EU Regulations, filed as Exhibit P-19;

28. The EU regulations established the following wholesale and retail price caps:

Wholesale and Retail International Mobile Data Roaming Rates per MB in the EU and European Economic Area States⁴						
Price Cap	July 1, 2009	July 1, 2010	July 1, 2011	July 1, 2012	July 1, 2013	July 1, 2014
Wholesale	1.63 (1 EUR)	1.07 (.80 EUR)	0.70 (.50 EUR)	0.32 (.25 EUR)	0.19 (.15 EUR)	0.06 (.05 EUR)
Retail	None	None	None	0.91 (.70 EUR)	0.62 (.45 EUR)	0.29 (.20 EUR)

29. The EU set the retail price caps at a level that “guarantees a sufficient margin to roaming providers while also more reasonably reflecting the costs of provision”⁵;
30. The EU Regulations further posit that the retail price cap “should reflect a reasonable margin over the wholesale cost of providing a roaming service”⁶;
31. In determining the reasonable margin between wholesale costs and retail prices, the EU sought to “ensure that roaming providers cover all their specific roaming costs at retail level including appropriate shares of marketing costs and handset subsidies and are left with an adequate residual to yield a reasonable return”⁷;
32. Consequently, the European retail price cap establishes that it was possible for a WSP to provide international mobile data roaming in Europe at a profit for a retail rate of less than \$1 per MB in 2012;
33. By contrast, Defendant Fido’s standard USA roaming rate of \$10.24 per MB was 32 times more expensive than the 2012 wholesale rate of \$0.32 per MB

⁴ Each rate in Euros (EUR) has been converted into CAD using the Bank of Canada’s 10-year currency converter on the date that the given rate entered into force, online: bankofcanada.ca <<http://www.bankofcanada.ca>>. The retail rates exclude the European Union value added tax.

⁵ Exhibit P-19 at preamble (75).

⁶ *Ibid.* at preamble (43).

⁷ *Ibid.* at preamble (47).

set by the EU. Its Rest-of-World roaming rate of \$31.20 per MB was 97.5 times more expensive than this wholesale rate;

34. Thus, the EU Regulations clearly indicate that the Defendants have charged retail rates that greatly exceed the costs of providing this service and their fair market value;

The Quebec and Canadian Retail Markets

35. A review of international mobile data roaming services available to Quebec and Canadian consumers in January 2013 reveals that the Defendants charged rates that greatly exceed retail rates offered by competitors;
36. In January 2013, the following WSPs and mobile virtual service operators offered consumers the following mobile data rates per MB when roaming in the United States and France, as appears from copies of Videotron, Public Mobile, Wind Mobile, and Mobilicity's website pages listing their standard international mobile data roaming rates, filed as Exhibit **P-20**, *en liasse*;

Country	Rogers & Fido ⁸	Chatr	Bell, Solo & Virgin Mobile	Telus & Koodo	Video-tron ⁹	Public Mobile	Wind Mobile	Mobilicity
USA	10.24 ¹⁰	6	6	5	1.03	1.50	1	1.50
France	31.20	30	8 ¹¹	5	4.12	n/a	5	15

37. The average rate that Videotron, Public Mobile, Wind Mobile and Mobilicity charge Quebec and Canadian consumers to roam in the USA was \$1.26 per MB. Without recognizing that this rate is representative of a fair market value of this service, it nonetheless demonstrates that competitors could offer the same service, presumably at a profit, for that price;
38. Thus, Defendant Fido's standard USA roaming rate of \$10.24 per MB was 8.13 times more expensive than the average price offered by those

⁸ Rogers and Fido charged their subscribers a fee per KB of data used (P-14 at pp. 2, 8). In every country other than the USA, Rogers and Fido imposed a minimum data volume of 20 KB with data increments of 20 KB. Thus, a consumer using one MB or 1024 KB would be charged for using 1040 KB of data (P-14 at pp. 3, 7)

⁹ Prices are based on the subscriber using a Google Nexus One device (P-20 at pp. 3-54).

¹⁰ Both Rogers and Fido charged subscribers a standard rate of \$0.01 per KB (P-14 at pp. 2, 8). Rogers and Fido subscribers with certain domestic Data Plans payed \$6 per MB. Rogers subscribers with a Flex Rate domestic data plan payed \$0.03 per KB (P-14 at pp. 4, 6).

¹¹ Solo does not offer roaming services in France.

competitors. As such, it was clearly disproportionate to the cost and value of the service;

39. The average rate that Videotron and Wind Mobile charged consumers to roam in France was \$4.56 per MB. The Plaintiff does not recognize that such a rate is representative of a fair market value;
40. Nonetheless, it demonstrates that competitors could offer the same service as the Defendants, presumably at a profit, for less than \$5.00 per MB;
41. By contrast, the Defendant Fido's standard French roaming rate of \$31.20 per MB was 6.84 times more expensive than a price which, as will be shown, is already exploitative and abusive;

The Rates available under Travel Plans

42. A review of Defendant Fido's Travel Plans in December 2012 reveals that it had access to wholesale rates much lower than its standard mobile roaming rates;
43. In December 2012, Defendant Fido offered consumers the ability to purchase daily or monthly U.S. and International data roaming passes, as appears from copies of its website pages listing these passes, filed as Exhibit **P-21**, *en liasse*;
44. While roaming in the USA, Defendant Fido offered Travel Plans with rates ranging from \$0.20 to \$1.50 per MB.¹² Its standard mobile data usage rate of \$10.24 in the USA was anywhere from 6.83 to 51.2 times more expensive than its rates under USA Travel Plans;
45. While roaming outside of Canada and the USA, Defendant Fido offered Travel Plans with rates ranging from \$3.00 to \$5.00 per MB.¹³ Its standard mobile data usage rate of \$31.2 per MB outside of Canada and the USA was anywhere from 6.24 to 10.4 times more expensive than its rates available under Travel Plans;
46. Thus, the Plaintiff submits that Defendant Fido's Travel Plans in December 2012 suggest that its standard retail prices greatly exceeded the cost of offering international mobile data roaming;

¹² P-21 at 1.

¹³ P-21 at p. 3.

THE LEVEL AT WHICH THE DISPROPORTION BECOMES EXPLOITATIVE

47. As appears from the foregoing, the available evidence suggests that:
- wholesale rates in Europe can be profitable at a level of around \$0.30 per MB;
 - a retail rate available for the US can be profitable at a level of \$1.00 per MB.
 - a retail rate in Europe can be profitable at a level of less than \$1.00 per MB;
48. The Plaintiff therefore submits that \$1.00 per MB constitutes a fair market rate for providing international mobile data roaming services;
49. Consequently, an exploitative and abusive disproportion exists in the case of any mobile data roaming rate being charged at a level greater than \$2.00 per MB;
50. However, in order that there be no doubt whatsoever as to the exploitative and abusive nature of the fees that are the object of this class action, the Plaintiff's claim, based on the evidence available to date, only includes international mobile data roaming charges billed at a rate higher than \$5.00 per MB;

COLLECTIVE RECOVERY IS FEASIBLE

51. The Defendants have entered into thousands of agreements with Quebecers that enable them to access wireless broadband services domestically and internationally;
52. Every year, millions of Quebecers travel to the USA and hundreds of thousands if not millions travel to destinations outside North America, as appears from a copy of Statistics Canada's 2010 International Travel Catalogue, filed as Exhibit P-22¹⁴;
53. In *Marcotte v. Fédération des caisses Desjardins du Québec*, the Supreme Court of Canada confirmed that the Defendants have a duty to provide the

¹⁴ P-22 at 42, 48 (Residents of Quebec made 3.4 million overnight trips to the USA, and 1.84 million same day trips to the USA. They made approximately 1.98 million overnight trips to all other international destinations).

Plaintiff with the information that allows her to fulfil her burden of proving that collective recovery is possible¹⁵;

54. The Defendants each have the technological means to identify the following information:

- a) The number of Quebec consumers who paid international mobile data roaming fees at a rate higher than \$5 per MB to the Defendant since January 8, 2010; and
- b) The amount of international mobile data roaming fees paid by each class member at a rate higher than \$5 per MB since January 8, 2010 and the amount of MB that each class member used when they incurred those fees;

55. With this information, the Court can reach a sufficiently precise determination of the total amount of international mobile data roaming fees paid by class members;

FOR THESE REASONS, MAY IT PLEASE THE COURT:

DECLARE that the international mobile data roaming fees charged by Defendants amount to exploitation under section 8 of the CPA;

DECLARE that the international mobile data roaming fees charged by the Defendants are excessively and unreasonably detrimental to class members and are therefore not in good faith under article 1437 C.C.Q.;

REDUCE the obligations of the Plaintiff and class members to pay the Defendants for the international mobile data roaming services charged to their fair market value;

CONDEMN Defendant Fido to compensate the Plaintiff for the amount overcharged;

ORDER the collective recovery of the amount overcharged to all class members;

CONDEMN the Defendants to pay \$100 in punitive damages to each of their class members;

ORDER the collective recovery of all the punitive damages to be paid to all the class members;

¹⁵ 2014 SCC 57, [2014] 2 S.C.R. at para 32.

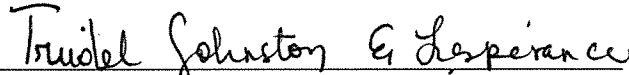
ORDER the Defendants to pay each member of the class their respective claims, plus interest at the legal rate as well as the additional indemnity provided for by law in accordance with article 1619 C.C.Q.;

RECONVENE the parties before the Court, at a date to be fixed within 30 days of the date on which this judgment will become final, in order to hear their representations with respect to:

- a) the deposit by each Defendant of the established amounts for collective recovery either in the office of the Court or with a financial institution operating in Quebec;
- b) the mechanism for the distribution of the established amounts to class members;
- c) the publication of a notice to class members;
- d) the opportunity to provide measures, if any, designed to simplify the execution of this judgment;

THE WHOLE with costs at all levels, including the cost of all exhibits, experts, expertise reports and notices.

Montreal, February 17, 2017


TRUDEL JOHNSTON & LESPÉRANCE
Attorneys for the Plaintiff

SUMMONS
(articles 145 and following C.C.P.)

Take notice that the plaintiff has filed this originating application in the office of the Superior court in the judicial district of Montreal.

You must answer the application in writing, personally or through a lawyer, at the courthouse of Montreal situated at:

1, rue Notre-Dame Est
Montreal (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 plaintiff's lawyer or, if the plaintiff is not represented, to the plaintiff.

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.

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 plaintiff 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;
- 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.

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.

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.

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.

In support of the originating application, the plaintiff intends to use the following exhibits:

- Exhibit P-1: Copy of the authorization judgment;
- Exhibit P-2: Copy of Fido Solutions Inc. entry in the Quebec Enterprise Register;
- Exhibit P-3: Copy of Fido Solutions Inc. Terms and Conditions dated December 6, 2012;
- Exhibit P-4: Copy of Rogers Communications Inc. entry in the Quebec Enterprise Register;
- Exhibit P-5: Copy of Rogers Communications Inc. Terms of Service dated September 2012;
- Exhibit P-6: Copy of Rogers Communications Inc. Terms of Service dated September 2, 2012;
- Exhibit P-7: Copy of Bell Mobility Inc. entry in the Quebec Enterprise Register;
- Exhibit P-8: Copy of Bell Mobility Inc. Terms of Service dated December 21, 2012;
- Exhibit P-9: Copy of Bell Mobility Inc. Terms and Conditions of Service dated December 12, 2012;
- Exhibit P-10: Copy of Bell Mobility Inc. Terms of Service dated November 7, 2012;
- Exhibit P-11: Copy of Telus Communications Company entry in the Quebec Enterprise Register;
- Exhibit P-12: Copy of Telus Communications Company Service Terms dated December 17, 2013;

- Exhibit P-13: Copy of Telus Communications Company Service Terms dated November 24, 2012;
- Exhibit P-14: Copies of the Defendants' website pages listing their standard international mobile data roaming rates as of December 2012, *en liasse*;
- Exhibit P-15: Copies of access to information requests and answers from the CRTC, *en liasse*;
- Exhibit P-16: Copy of the article of the Globe and Mail on June 8, 2011;
- Exhibit P-17: Copy of Telus Communications Company Service June 11, 2011 media release;
- Exhibit P-18: Copy of the 2009 consolidated version of the amended *Regulation (EC) No 717/2007 on Roaming on Public Mobile Telephone Networks within the Community*;
- Exhibit P-19: Copy of the *Regulation (EU) No 531/2012 on Roaming on Public Mobile Communications Networks within the Union*;
- Exhibit P-20: Copies of Videotron, Public Mobile, Wind Mobile, and Mobilicity's website pages listing their standard international mobile data roaming rates, *en liasse*;
- Exhibit P-21: Copies of Fido Solutions Inc. website pages listing daily or monthly U.S. and International data roaming passes, *en liasse*;
- Exhibit P-22: Copy of Statistics Canada's 2010 International Travel Catalogue;

These exhibits are available on request.

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.

No.: 500-06-000636-130

(CLASS ACTION)
SUPERIOR COURT
DISTRICT OF MONTRÉAL

INGA SIBIGA

Representative Plaintiff

-v -

FIDO SOLUTIONS INC.

-and -

**ROGERS COMMUNICATIONS
PARTNERSHIP**

-and -

BELL MOBILITY INC.

-and-

TELUS COMMUNICATIONS COMPANY
Defendants

Notre dossier: 1304-1 BT 1415

**ORIGINATING APPLICATION AND
SUMMONS WITH LIST OF EXHIBITS**

ORIGINAL

Mes Philippe H. Trudel
Bruce W. Johnston
And Clara Poissant-Lespérance

TRUDEL JOHNSTON & LESPÉRANCE
S.E.N.C.

750 Côte de la Place d'Armes, Suite 90
Montréal, Québec, H2Y 2X8
Tel : 514 871-8385
Fax : 514 871-8800