

**CANADA**

PROVINCE OF QUEBEC  
DISTRICT OF MONTREAL

NO.: 500-06-000806-162

**SUPERIOR COURT**  
(Class Action)

---

**UNION DES CONSOMMATEURS**, legal entity, with its head office located at 7000 Park Avenue, Suite 201, in the City and District of Montreal, Province of Quebec, H3N 1X1

Petitioner

-and-

**COREY MENDELSON**, business person, domiciled and residing at 6557 Aldrin, in the City of Cote St-Luc, Province of Quebec, H4W 3H9

Designated Person

-vs-

**SIRIUS XM CANADA HOLDINGS INC.**, a legal person, duly constituted according to law, with its head office located at 161 Bay Street, Suite 2300, in the City of Toronto, Province of Ontario, M5J 2S1;

-and-

**SIRIUS XM CANADA INC.**, a legal person, duly constituted according to law, with its head office located at 161 Bay Street, Suite 2300, in the City of Toronto, Province of Ontario, M5J 2S1;

Respondents, solidarity

---

**RE-AMENDED APPLICATION FOR AUTHORIZATION TO INSTITUTE A CLASS ACTION AND TO OBTAIN THE STATUS OF REPRESENTATIVE – JUNE 19, 2017**  
(Articles 574 et seq. C.C.P.)

TO ONE OF THE HONOURABLE JUDGES OF THE SUPERIOR COURT, SITTING IN AND FOR THE DISTRICT OF MONTREAL, PETITIONER RESPECTFULLY SUBMITS THE FOLLOWING:

1. **The Petitioner wishes to institute a class action on behalf of the class of persons hereinafter described, namely:**

“All persons in Quebec who [...] entered into subscription contracts for satellite or internet radio services provided by Sirius XM Canada Holdings Inc. and/or Sirius XM Canada Inc. (collectively, “**SiriusXM**”), and whose subscription fees were unilaterally increased by SiriusXM since September 1, 2013.”

(the “Class”);

2. **The Petitioner’s Designated Person’s personal claim against the respondents is based on the following facts:**

#### **The Parties**

- 2.1. At all relevant times, the Respondent, Sirius XM Canada Holdings Inc., and its wholly-owned subsidiary, Sirius XM Canada Inc. (collectively, “**SiriusXM**”), have provided satellite and internet radio services to consumers throughout the Province of Quebec;
- 2.2. SiriusXM Canada Holdings Inc. is a public company, whose shares are listed on the Toronto Stock Exchange;
- 2.3. SiriusXM has approximately 2.7 million subscribers in Canada, a significant percentage of whom reside in Quebec;
- 2.4. At all relevant times, SiriusXM’s primary source of revenue has been subscription fees collected from consumers who subscribe to multi-year, annual, semi-annual, quarterly or monthly plans, the whole as appears more fully from SiriusXM’s “Management’s Discussion and Analysis”, for the quarter ended July 2016, a copy of which is produced herewith as **Exhibit R-1**;
- 2.5. A consumer who enters into a subscription contract with SiriusXM pays monthly, quarterly, semi-annual, annual or multi-annual subscription fees for an initial pay period, and is automatically bound by terms and conditions drafted by SiriusXM and posted on its website, the whole as appears from a document entitled “Terms and Conditions”, a copy of which is produced herewith as **Exhibit R-2**;
- 2.6. As set forth in the Terms and Conditions (Exhibit R-2):

- 2.6.1 The contract between SiriusXM and its customers is for an indeterminate / indefinite term;
- 2.6.2 The consumer must pay subscription fees for an initial pay period, and SiriusXM automatically renews the subscription upon the expiry of the initial pay period, unless the consumer or SiriusXM cancels the contract. The renewed pay period – monthly, quarterly, semi-annually, annual or multi-annual – will be the same as the initial pay period;
- 2.6.3 The “Terms and Conditions” does not set forth the subscription fees payable by the customer for any automatically renewed pay period;
- 2.7. At all relevant times, SiriusXM has been a “Merchant”, whose contracts with Quebec customers are governed by the Consumer Protection Act (R.S.Q., c. P-40.1) (“CPA”);
- 2.8. The Petitioner is a non-profit organization incorporated pursuant to Part III of the Quebec Companies Act, whose mission includes the protection and advancement of the rights of Quebec consumers, the whole as appears more fully from its original and supplemental letters patent, copies of which are produced herewith *en liasse* as **Exhibit R-8**;
- 2.8.1 On numerous occasions, the Courts have ascribed the status of class representative to the Petitioner in class actions on behalf of Quebec consumers whose CPA and other rights are alleged to have been infringed;
- 2.9. The Petitioner’s Designated Person is a “consumer” pursuant to the CPA, and a member of the Petitioner;
- 2.10. At all relevant times, the Petitioner’s Designated Person has been a customer of SiriusXM; he has entered into a subscription contract with and has paid subscription fees to SiriusXM;
- 2.11. The Petitioner’s Designated Person’s subscription contract with SiriusXM entailed a payment in October 2013 of \$99.62 for a one (1) – year pay period. The Petitioner’s Designated Person paid the foregoing subscription fees by credit card, in advance, in return for SiriusXM’s satellite radio services for a period of one (1) year;
- 2.12. On August 27, 2014, approximately one month before the expiry of the 2013-2014 pay period, SiriusXM sent the Petitioner’s Designated Person an email entitled “You’re all set for more great SiriusXM entertainment...”, a copy of which is produced herewith as **Exhibit R-3** (the “**SiriusXM Email**”);

- 2.13. The title of the SiriusXM Email does not indicate that the Petitioner's Designated Person's subscription fees will be modified upon renewal of the 2013-2014 pay period;
- 2.14. The text of the SiriusXM Email simply informs the Petitioner's Designated Person that "your current Annual subscription will automatically renew on October 5, 2014 at \$203.13\* billed to the credit card we have on file";
- 2.15. The SiriusXM Email does not set out the subscription fee currently in effect which will be modified on October 5, 2014, in order to enable the Petitioner's Designated Person to compare the current price clause with the amended/modified price clause which SiriusXM purports to apply;
- 2.16. On or about October 5, 2014, SiriusXM charged the Petitioner's Designated Person's credit card, which it had on account, the sum of \$233.55, in return for satellite radio services for the ensuing 2014-2015 pay period (the "**Increased Subscription Fees**");
- 2.17. On or about October 5, 2015, upon expiry of the Petitioner's Designated Person's 2014-2015 pay period, SiriusXM charged the Petitioner's Designated Person's credit card \$251.95, the whole as appears more fully from the Petitioner's Designated Person's "My Account" page on SiriusXM's website, a copy of which is produced herewith as **Exhibit R-4**;
- 2.18. The Petitioner's Designated Person did not receive any email from SiriusXM informing him of the modification to his subscription contract to further increase the subscription fees for the 2015-2016 pay period from the 2014-2015 pay period. The Petitioner's Designated Person does not know whether SiriusXM sent a notice that was rejected by his email server or went directly to spam, however he did not receive a notice from SiriusXM before his subscription fees were increased for the 2015-2016 pay period;
- 2.18.1 At all times during the Class period, Corey Mendelsohn personally has been the customer of SiriusXM; the SiriusXM account is in his name personally, not in his corporation's, the SiriusXM Email was addressed to Corey Mendelsohn's personal email address, was sent to Corey Mendelsohn personally, not to his corporation, and the subscription fees have been paid by Corey Mendelsohn personally, after they were billed to Corey Mendelsohn's personal credit card. Furthermore, Corey Mendelsohn at all times made personal use of the SiriusXM services, and listened to SiriusXM satellite radio for his own personal benefit and enjoyment, not for the purposes of his business;
- 2.18.2 The subscription fees of \$99.62 paid by the Petitioner's Designated Person in October 2013 were not based on any SiriusXM

advertisement offering a “limited duration reduced promotional price”, notwithstanding any unilateral characterization that SiriusXM might invoke for said subscription fees;

2.18.3 In November 2015, the Petitioner’s Designated Person contacted SiriusXM and obtained a credit of \$41.06, which SiriusXM unilaterally characterizes as a “refund”;

2.18.4 The Petitioner’s Designated Person and his corporation are clients of Kugler Kandestin, LLP, and are accordingly aware that said firm handles class actions. The Petitioner’s Designated Person was interested in being the class representative of the present class action, but agreed to allow Union des Consommateurs to take over as class representative, considering its vast experience in that capacity and the resources it has to devote to communicating with thousands of Class members;;

2.18.5 As appears from Exhibit R-7, Sirius XM Canada Holdings Inc. acknowledges that it generates hundreds of millions of dollars of revenue per year from the sale of satellite radio subscription services and associated fees. SiriusXM Canada Holdings Inc. is also aware of and tolerates the fact that SiriusXM consumers are not provided with notices required by public order provisions of the CPA;

2.19. The members of the Class are Quebec customers of SiriusXM who entered into subscription contracts with SiriusXM, paid subscription fees for an initial pay period, and whose subscription fees were increased by SiriusXM over and above the subscription fees paid during the initial pay period;

### **Violation of the Consumer Protection Act**

2.20. By modifying the subscription fees owed by the Petitioner’s Designated Person, SiriusXM has unilaterally amended the indeterminate term contract in effect;

2.21. In order to unilaterally amend or modify an indeterminate term contract between a merchant and a consumer, Section 11.2 of the CPA stipulates a public order provision requiring the merchant to send a notice to the consumer, which clearly and legibly sets out the amended/modified term and the term as it read formerly. The foregoing has been confirmed by the Office de la protection du consommateur, the whole as appears from the Office’s official position regarding Section 11.2 of the CPA, entitled “Modification du contrat”, a copy of which is produced herewith as **Exhibit R-5**;

- 2.22. The failure of a merchant to comply with the foregoing provision entails that the merchant may not invoke the amendment (i.e. the increased price) against the consumer;
- 2.23. The SiriusXM Email to the Petitioner's Designated Person fails to comply with the CPA, in that it does not set out both the amendment (the Increased Subscription Fees in effect upon the renewed pay period beginning October 2014) and the term being amended (the subscription fee in effect prior to renewal);
- 2.24. On the contrary, the SiriusXM Email does not set out in any way that SiriusXM is modifying the Petitioner's Designated Person's subscription contract in order to increase the subscription fees from \$99.62 to \$233.55, an exorbitant increase of 134%;
- 2.25. For the pay period beginning October 2015, SiriusXM again failed to comply with the public order provision set forth in Section 11.2 of the CPA, in that SiriusXM did not send the Petitioner's Designated Person any notice at all before modifying his contract to further increase his subscription fees;
- 2.26. For the pay period beginning October 2015, SiriusXM charged the Petitioner's Designated Person subscription fees of \$251.95, representing an increase of 153% over and above the subscription fees paid by the Petitioner's Designated Person for the 2013-2014 pay period;
- 2.27. The Petitioner has learned that SiriusXM has increased the subscription fees of other customers after sending an email similar to the SiriusXM Email sent to the Designated Person, such that in all likelihood, SiriusXM has systematically purported to unilaterally amend its contract with every member of the Class by increasing the subscription fees without complying with the public order requirements set forth in the CPA;
- 2.28. The Petitioner has further learned that if a customer calls SiriusXM to complain about an increase in subscription fees, SiriusXM often agrees to reduce them, thereby implicitly acknowledging that the increase in subscription fees is unlawful, and thereby demonstrating that SiriusXM seeks to collect excessive subscription fees from less sophisticated and/or less diligent consumers, who do not know or have the time to call SiriusXM to complain;
- 2.29. It is manifest that SiriusXM's intention in sending the SiriusXM Email, rather than clearly setting out in a proper notice the current subscription fees and the amended / increased subscription fees, is for consumers not to notice that their subscription fees have increased;
- 2.30. By acting in the aforesaid manner, SiriusXM infringes both the letter and the spirit of the CPA, a public order statute;

### The Respondent's Liability

- 2.31. By virtue of failing to respect the public order requirements set forth in Section 11.2 of the CPA before modifying its contracts with consumers to increase the subscription fees, SiriusXM does not have the right to invoke the amended (i.e., increased) subscription fees against any consumer;
- 2.32. The Petitioner is accordingly entitled to claim a reduction of its Designated Person's obligations, and SiriusXM is required to reimburse the Petitioner's Designated Person \$286.26, representing the amounts charged by SiriusXM for the pay periods beginning October 2014 and October 2015, which exceeded the subscription fees paid by the Petitioner's Designated Person for the pay period beginning October 2013  $[(\$233.55 - \$99.62)] + [\$251.95 - \$99.62] = \$286.26$ ;
- 2.33. The members of the Class are also entitled to have their obligations reduced, and SiriusXM is required to reimburse its customers (i.e. the members of the Class) any and all increases in subscription fees that were charged to the members of the Class during the Class period over and above the subscription fees that they paid during their initial pay period;

### The Remedies

- 2.34. As the increase in subscription fees imposed by SiriusXM during the Class period failed to comply with the CPA, the Petitioner is well-entitled to claim, and does hereby claim, that the obligations of the members of the Class be reduced to the amount of the subscription fees that they paid during their initial pay periods, since SiriusXM's amendments cannot be invoked against the consumers;
- 2.35. The Petitioner is accordingly entitled to claim, on behalf of the members of the Class, that SiriusXM reimburse the members of the Class, collectively, the subscription fees collected over and above the subscription fees paid by the members of the Class during their initial pay periods;
- 2.36. For the nine (9) months ended May 31, 2016, SiriusXM reported revenue of approximately \$254 million, the whole as appears from SiriusXM's Interim Condensed Consolidated Financial Statements, a copy of which is produced herewith as **Exhibit R-6**. The foregoing suggests that SiriusXM generates revenues of approximately \$338 million per year;
- 2.37. SiriusXM further reports that it has 2.7 million subscribers, the whole as appears from its Annual Information Form for the year 2015, a copy of which is produced herewith as **Exhibit R-7**;

- 2.38. Based on population, the Petitioner presumes at this time that one quarter (1/4) of SiriusXM's subscribers are Quebec consumers, and that one-quarter (1/4) of SiriusXM's revenues emanate from Quebec consumers;
- 2.39. Considering that SiriusXM unlawfully increased the Petitioner's Designated Person's subscription fees by more than 100% over and above his initial subscription fees, it is likely that a substantial percentage of the annual revenues collected by SiriusXM from Quebec consumers emanate from unlawful increases in subscription fees;
- 2.40. The Petitioner accordingly estimates that SiriusXM has unlawfully collected in excess of \$100 million from the members of the Class during the Class period, *sauf à parfaire*, and the Petitioner seeks to recover, collectively, the amounts SiriusXM has unlawfully collected from the members of the Class;
- 2.41. The Petitioner further claims punitive damages from SiriusXM, arising from its systematic violation of the CPA, affecting hundreds of thousands of Quebec consumers;
- 2.42. In light of the number of consumers affected, the fact that SiriusXM has breached the CPA for numerous years and continues to do so presently, and considering the patrimonial situation of SiriusXM Canada, the Petitioner seeks an order of this Honourable Court condemning SiriusXM to pay punitive damages of \$15 million, to be recovered collectively;

**3. The personal claims of each of the members of the class against Respondents are based on the following facts:**

- 3.1. All members of the Class are in the same situation as the Petitioner's Designated Person, in that the subscription fees paid by each Member of the class during their initial pay period increased following an unlawful notice sent by SiriusXM;
- 3.2. Accordingly, each member of the Class is entitled to a reduction of obligations, and to recover the amount SiriusXM has unlawfully collected;

**4. 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:**

- 4.1. To the best of Petitioner's knowledge, SiriusXM has 2.7 million subscribers in Canada, hundreds of thousands of whom entered into contracts with SiriusXM in Quebec;



- 4.2. While SiriusXM has a list of the subscribers who are members of the Class, the Petitioner does not;
  - 4.3. The Petitioner learned from several members of the Class that the notices they received were substantially the same as the SiriusXM Email received by the Petitioner's Designated Person, such that Section 11.2 of the CPA was systematically breached by SiriusXM;
  - 4.4. The Petitioner will accordingly assume responsibility for providing updates of developments in the present class action on its website for the benefit of all members of the Class;
  - 4.5. It would accordingly be impossible, and certainly difficult or impracticable, for the Petitioner to locate and contact all members of the Class to obtain a mandate to institute proceedings for their benefit.
5. **The identical, similar or related questions of law or of fact between each member of the class and the Respondents, which Petitioner wishes to have decided by this class action, are:**
- 5.1. Is SiriusXM a "Merchant" governed by the CPA?
  - 5.2. Is SiriusXM required to send a notice which clearly and legibly sets out both the amended subscription fees and the current subscription fees in order to be entitled to collect increased subscription fees from the members of the Class?
  - 5.3. Did the notices sent by SiriusXM to its consumers before increasing subscription fees during the Class period comply with the requirements of the CPA?
  - 5.4. If SiriusXM failed to comply with the requirements of the CPA before charging consumers an increase in subscription fees, is the Petitioner entitled to recover the increased fees paid by the members of the Class to SiriusXM?
  - 5.5. How much money did SiriusXM collect from members of the Class during the Class period, collectively, for increased subscription fees over and above the subscription fees paid during the initial pay period?
  - 5.6. Is SiriusXM responsible to pay punitive damages for its systematic violation of the CPA, under the circumstances, and if so, what amount of punitive damages should SiriusXM be condemned to pay, collectively?

6. **The questions of law or of fact which are particular to each of the members of the class are:**

- 6.1. The only individual or particular question for the members of the Class is the amount paid to SiriusXM in increased subscription fees over and above the subscription fees that each consumer paid during the initial pay period.

7. **It is expedient that the institution of a class action for the benefit of the members of the class be authorized for the following reasons:**

- 7.1. The Class action is the best procedural vehicle available to members of the Class in order to protect and enforce their rights herein.
- 7.2. A class action is the best, and likely the only, means for a multitude of consumers to seek justice from SiriusXM, arising from its systematic violation of the CPA;
- 7.3. In virtue of Section 11 of the Terms and Conditions, SiriusXM purports to deprive Quebec consumers of their ability to seek redress from the Superior Court of Quebec, by way of a class action, in blatant contravention of Section 11.1 of the CPA;
- 7.4. SiriusXM's violation of the CPA is identical for each and every member of the Class, the questions of law and of fact are identical for each member of the Class, and the legal issues accordingly ought to be determined by a single Judge within a single judicial proceeding, in order to avoid a multitude of proceedings and the risk of contradictory Judgments;

8. **The nature of the recourse which the Petitioner wishes to exercise on behalf of the members of the class is:**

- 8.1. An Action to recover monies collected by SiriusXM pursuant to amendments which fail to comply with the CPA, and to condemn SiriusXM to the payment of punitive damages.

9. **The conclusions sought by Petitioner against the Respondents are as follows:**

**GRANT** the Class Action against the Respondents;

**CONDEMN** the Respondents to pay to the Petitioner, for the benefit of the Class, the total amount of subscription fees that it collected from Class members during the Class period over and above the subscription fees that Class members paid during their initial pay periods, said amount currently estimated to be \$100 million, to be

recovered collectively, the whole with interest and the additional indemnity provided by law;

**CONDEMN** the Respondents to pay punitive damages of \$15 million, the whole with interest and the additional indemnity provided by law;

**ORDER** collective recovery of the total amount of the claims herein;

**ORDER** that the claims of the members of the Class be the object of individual liquidation in accordance with Articles 596 to 598 C.C.P. or, if impractical or inefficient, order the Respondents to perform any remedial measures that this Honourable Court deems to be in the interests of the members of the Class;

**CONDEMN** the Respondents to any further relief as may be just and proper;

**THE WHOLE** with legal costs, including the costs of all exhibits, reports, expertise and publication of notices.

10. **Petitioner requests that it be ascribed the status of representative;**
11. **Petitioner is in a position to represent the members of the class adequately for the following reasons:**
  - 11.1. Petitioner is a not for profit organization whose purpose is to protect and advance the rights of consumers in Quebec;
  - 11.2. Petitioner has represented thousands of Quebecers in various class actions that have been authorized by the Court;
  - 11.3. Petitioner believes that SiriusXM has systematically violated the CPA, and has thereby detrimentally affected the rights of hundreds of thousands of Quebec consumers, whose rights it wishes to protect;
  - 11.4. Petitioner is in a position to communicate with numerous members of the Class, in order to inform them of the present class action, and in order to inform them of their rights;
  - 11.5. Petitioner is not in a conflict with any member of the Class;
  - 11.6. Petitioner has the resources to advance the present class action in the best interests of the members of the Class;

- 11.7. Petitioner is in good faith, has designated the Designated Person, who is a member of its organization and a member of the Class, who is also in good faith, and who is interested in protecting and advancing the rights of the consumers comprising the Class, such that the Designated Person's interest is related to the purposes for which the Petitioner was constituted;
  - 11.8. Petitioner is well-informed of and understands the facts giving rise to the present Action and the nature of the present Action;
  - 11.9. Petitioner is determined to devote the time necessary to act as the representative of the Class in this Action;
  - 11.10. Petitioner has retained competent counsel with experience in class actions, and has met with class counsel for purposes of the present class action;
  - 11.11. Petitioner has fully cooperated with the undersigned attorneys in the context of this Action, including answering diligently and intelligently to their questions, and there is every reason to believe that it will continue to do so;
  - 11.12. Petitioner will fairly and adequately represent and protect the rights of the members of the Class, and will take measures with the undersigned attorneys to keep the members of the Class informed of the present Class Action.
12. **Petitioner suggests that the class action be brought before the Superior Court for the district of Montreal for the following reasons:**
- 12.1. To the best of Petitioner's knowledge, thousands of members of the Class are domiciled in the City of Montreal;
  - 12.2. Petitioner and the Designated Person are domiciled in the District of Montreal;
  - 12.3. Petitioner's undersigned attorneys practice in the District of Montreal.
13. The present Motion is well-founded in fact and in law;

**WHEREFORE THE PETITIONER PRAYS THAT BY JUDGMENT TO BE RENDERED HEREIN, MAY IT PLEASE THIS HONOURABLE COURT TO:**

**GRANT** the present Application;

**AUTHORIZE** the institution of the class action;

**GRANT** the status of representative to Union des Consommateurs for the purpose of instituting the said Class action for the benefit of the following group of persons, namely:

“All persons in Quebec who [...] entered into subscription contracts for satellite or internet radio services provided by Sirius XM Canada Holdings Inc. and/or Sirius XM Canada Inc. (collectively, “**SiriusXM**”), and whose subscription fees were unilaterally increased by SiriusXM since September 1, 2013.”

(the “Class”);

**IDENTIFY** the principal questions of law and of fact to be dealt with collectively as follows:

1. Is SiriusXM a “Merchant” governed by the CPA?
2. Is SiriusXM required to send a notice which clearly and legibly sets out both the amended subscription fees and the current subscription fees in order to be entitled to collect increased subscription fees from the members of the Class?
3. Did the notices sent by SiriusXM to its consumers before increasing subscription fees during the Class period comply with the requirements of the CPA?
4. If SiriusXM failed to comply with the requirements of the CPA before charging consumers an increase in subscription fees, is the Petitioner entitled to recover the increased fees paid by the members of the Class to SiriusXM?
5. How much money did SiriusXM collect from members of the Class during the Class period, collectively, for increased subscription fees over and above the initial subscription fees paid?
6. Is SiriusXM responsible to pay punitive damages for its systematic violation of the CPA, under the circumstances, and if so, what amount of punitive damages should SiriusXM be condemned to pay, collectively?

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

**GRANT** the Class Action against the Respondents;

**CONDEMN** the Respondents to pay to the Petitioner, for the benefit of the Class, the total amount of subscription fees that it collected from Class members during the Class period over and above the subscription fees that Class members paid during their initial pay periods, said amount currently estimated to be \$100 million, to be recovered collectively, the whole with interest and the additional indemnity provided by law;

**CONDEMN** the Respondents to pay punitive damages of \$15 million, the whole with interest and the additional indemnity provided by law;

**ORDER** collective recovery of the total amount of the claims herein;

**ORDER** that the claims of the members of the Class be the object of individual liquidation in accordance with Articles 596 to 598 C.C.P. or, if impractical or inefficient, order the Respondents to perform any remedial measures that this Honourable Court deems to be in the interests of the members of the Class;

**CONDEMN** the Respondents to any further relief as may be just and proper;

**THE WHOLE** with legal costs, including the costs of all exhibits, reports, expertise and publication of notices.

**DECLARE** that any member of the Class who has not requested his/her exclusion from the Class be bound by any judgment to be rendered on the Class action, in accordance with law;

**FIX** the delay for exclusion from the Class at sixty (60) days from the date of notice to the members, and at the expiry of such delay, the members of the Class who have not requested exclusion be bound by any such judgment;

**ORDER** the publication of a notice to the members of the Class drafted according to the terms of form VI of the Rules of Practice of the Superior Court of Quebec and to be published:

1. In the following newspapers La Presse, Le Journal de Montréal, The Gazette, Le Devoir and Le Soleil;
2. On the internet site of the Respondents and the internet site of the attorneys for Petitioner with a hypertext entitled "Avis aux membres d'une action collective, Notice to all Class Action Members" prominently displayed on Respondents' internet site and to be maintained thereon until the Court orders publication of another notice to members by final judgment in this instance or otherwise; and
3. On the Facebook and Twitter pages of the Respondents.

**ORDER** the Respondents to provide to Class counsel, in electronic form, a list containing the names and last known coordinates of all members of the Class, as well as the subscription fees that each Class member paid during the initial pay period and the subscription fees paid by each Class member upon any and all renewals of their initial pay periods;

**REFER** the record to the Chief Justice so that he may fix the district in which the Class action is to be brought and the Judge before whom it will be heard;

**ORDER** the Clerk of this Court, in the event that the Class action is to be brought in another district, upon receiving the decision of the Chief Justice, to transmit the present record to the Clerk of the district so designated;

**THE WHOLE** with legal costs, including the costs of all publications of notices.

MONTREAL, June 19, 2017

---

**KUGLER KANDESTIN LLP**  
Attorneys for Petitioner

Me Robert Kugler  
Me Pierre Boivin  
1 Place Ville Marie, Suite 1170  
Montreal, Quebec, H3B 2A7  
Tel.: 514 878-2861  
Fax: 514 875-8424  
[rkugler@kklex.com](mailto:rkugler@kklex.com)  
[pboivin@kklex.com](mailto:pboivin@kklex.com)

No.: 500-06-000806-162

**SUPERIOR COURT**  
(Class Action)  
DISTRICT OF MONTREAL  
PROVINCE OF QUEBEC

**UNION DES CONSOMMATEURS**

Petitioner

-and-

**COREY MENDELSON**

Designated Person

-vs-

**SIRIUS XM CANADA HOLDINGS INC.**

-and-

**SIRIUS XM CANADA INC.**

Respondents, solidarity

**RE-AMENDED APPLICATION FOR**  
**AUTHORIZATION TO INSTITUTE A CLASS**  
**ACTION AND TO OBTAIN THE STATUS OF**  
**REPRESENTATIVE – JUNE 19, 2017**  
**(Articles 574 et seq. C.C.P.)**

**ORIGINAL**

Me Robert Kugler

Me Pierre Boivin

**KuglerKandestin**

1, Place Ville Marie, Suite 1170


Montréal (Québec) Canada H3B 2A7

T: 514 878-2861

F: 514 875-8424

rkugler@kklex.com / pboivin@kklex.com

BG 0132

 6150-001