CANADA

PROVINCE OF QUEBEC
DISTRICT OF MONTREAL

S.C.M. No.: 500-06-000798-161
C.A. No.: 500-09-027644-186

COURT OF APPEAL

STEPHANIE J. BENABU, domiciled and residing at 2300 Ward Street #202, Ville St-Laurent, District of Montreal, Province of Quebec, H4M 2V3

APPELLANT – Applicant

v.

VIDÉOTRON S.E.N.C., general partnership, having its head office at 612 Saint-Jacques Street, Montreal, district of Montreal, Province of Quebec, H3C 4M8

and

VIDÉOTRON LTÉE., legal person, having its head office at 612 Saint-Jacques Street, 18th Floor, Montreal, district of Montreal, Province of Quebec, H3C 4M8

and

BELL CANADA, legal person having its head office at 1050 Côte du Beaver Hall, Montreal, district of Montreal, Province of Quebec, H2Z 1S4

and

ROGERS COMMUNICATIONS INC., legal person having its principal establishment at 800 De La Gauchetière Street West, Suite 4000, Montreal, district of Montreal, Province of Quebec, H5A 1K3

and

APPLE INC., legal person having its head office at 1 Infinite Loop, Cupertino, California, 95014, United States of America

and

APPLE CANADA INC., legal person having its head office at 1600-120 Bremner Boulevard, Toronto Province of Ontario,

M5J 0A8

and

LINKEDIN IRELAND, legal person having its head office at 70 Sir John Rogerson's Quay, Dublin 2, Ireland

and

GOOGLE INC., legal person having a place of establishment at 1253 McGill College avenue, #150, Montreal, district of Montreal, Province of Québec H3B 2Y5

and

SHOMI PARTNERSHIP, general partnership having its principal establishment at 800 De La Gauchetière Street West, Suite 4000, Montreal, district of Montreal, Province of Quebec, H5A 1K3

and

ROGERS MEDIA INC., legal person having its principal establishment at 800 De La Gauchetière Street West, Suite 4000, Montreal, district of Montreal, Province of Quebec, H5A 1K3

and

SIRIUS XM CANADA INC., legal person having its head office at 161 Bay Street, Suite 2300 Brookfield Place, Toronto, Ontario, M5J 2S1

RESPONDENTS – Defendants

NOTICE OF APPEAL
(Article 352 *C.C.P.*)
Appellant
Dated July 2, 2018

---

1. This appeal is brought on behalf of the Appellant from the judgment of the Superior Court, District of Montreal, rendered by the Honourable Justice Stéphane Sansfaçon (the "Judge *a Quo*") on May 14, 2018 (the "Judgment a *Quo*"), which is attached hereto as **Schedule 1**, together with the *Avis de Jugement* dated June 8, 2018;

2. The Appellant's cause of action is straight forward: she alleges that all of the Respondents violate paragraph *c* of section 230 of Quebec's *Consumer Protection Act*, chapter P-40.1 ("C.P.A."), by offering consumers their services as a "free trial" or at a reduced price for a fixed period and thereafter automatically charging the regular price (i.e. a higher one), without requiring from consumers a notice indicating that they wish to continue benefiting from their service, but at the regular price;

3. The Judge *a Quo* rejected the Appellant's *Re-Amended Application to Authorize the Bringing of a Class Action and to Appoint the Status of Representative* dated April 17, 2018 against the Respondents (the "Application"), attached hereto as **Schedule 2**;

4. The Appellant was not examined, as the Parties proceeded by written admissions. Her Application was supported by 41 exhibits filed in first instance. For the most part, the facts giving rise to her cause of action are not contested;

5. The Appellant respectfully asks that the Judgment *a Quo* be reversed and that the Application be granted with costs in both Courts;

6. The Appellant respectfully submits that she satisfied her burden of making an arguable case at this stage - as required by article 575 C.C.P. and as interpreted by the jurisprudence of the higher Courts - and that the Judge *a Quo* made several errors in law and in fact, particularly in his interpretation of s. 230 c) C.P.A.;

Procedural Background:

7. On July 4, 2016, the Appellant filed her initial *Application to Authorize the Bringing of a Class Action and to Appoint the Status of Representative Plaintiff* against 25 Defendants;

8. On July 13, 2017, the Judge *a Quo* granted the Appellant's Application to discontinue her action in favour of Defendants Telus Communications Company, Telus Communications Inc., Shaw Media Inc. and Amazon.com LLC, as it appears from the judgment attached hereto as **Schedule 3**;

9. On July 13, 2017, the Judge *a Quo* granted the Appellant's Application to discontinue her action in favour of several banks that were initially called as Defendants, as it appears from the judgment attached hereto as **Schedule 4**[1];

10. In the interim, the Appellant entered into settlement agreements with Defendants Netflix, Inc., Spotify Inc., Audible Inc., Match.com LLC and Affinitas GmbH (the "Settling Defendants"), all of which either resulted in or included a change of practice deemed by the parties to be in harmony with the Appellant's interpretation of s. 230 c) C.P.A.;

11. On November 1, 2017, the Judge *a Quo* authorized the class action for settlement purposes with respect to each of the Settling Defendants and approved the dissemination of the pre-approval notices, as it appears *en liasse* from the five (5) judgments attached hereto as **Schedule 5**;

12. On January 19, 2018, the Appellant Amended her Application and added Apple Canada Inc. as a Defendant (initially only Apple Inc. was called);

13. The hearing in first instance lasted two (2) days (February 1-2, 2018). The Appellant's Argument Plan in Support of her Application, provided to the Judge *a Quo* during the hearing, is attached hereto as **Schedule 6**;

14. At the end of the Authorization hearing, the Judge *a Quo* allowed Respondent Apple Canada Inc. to file an argument plan and adduce evidence, which it notified on February 16, 2018 (including an affidavit of a representative of Apple Inc.);

15. On February 26, 2018, the Appellant examined a representative of Respondent Apple Inc. and filed the transcript into the Court record on March 8, 2018[2];

16. On April 13, 2018, the Judge *a Quo* granted Appellant until April 17, 2018 to file her Re-Amended Application, which she did. On April 20, 2018, Respondents Apple Canada Inc. and Apple Inc. filed an opposition to the Appellant's modifications of April 17, 2018;

17. On May 8, 2018, the Judge *a Quo* approved the five (5) settlements entered into between the Appellant and the Settling Defendants as it appears *en liasse* from the five (5) judgments rendered on May 8, 2018 attached hereto as **Schedule 7**;

---

[1] Class counsel and counsel for the bank Defendants agreed to try the bank case as a separate class action (S.C.M. #500-06-000870-176) and the Judge *a Quo* was designated to preside over that case as well (which is yet to be fixed for an authorization hearing).
[2] Exhibit P-40.

18. On May 14, 2018, the Judge *a Quo* sent a letter to Class Counsel and Counsel for the Apple Respondents confirming that the modifications of April 17, 2018 and the exhibits in support thereof formed part of the Court record, as it appears from the letter attached hereto as **Schedule 8**;

The Judgment *a Quo*:

19. On May 14, 2018, the Judge *a Quo* dismissed the Appellant's Application finding that she did not satisfy the criterion of art. 575 (2) C.C.P. because « …*aucune des défenderesses n'a agi de la sorte* [de manière contraire à l'art. 230 c)] *puisque tous les contrats produits indiquent clairement que le consommateur convient dès la conclusion du contrat du prix régulier qu'il accepte de payer dès la période promotionnelle terminée* »[3];

20. The Judge *a Quo* concluded that the other 3 criteria of article 575 C.C.P. were met[4];

I. Errors of law

A. Contradictory judgments: the test is the same at this stage

21. On November 1, 2017, the Judge *a Quo* rendered (5) five decisions in which section 230c) C.P.A. is reproduced and concluded that the Appellant's arguable case had been made at this stage:

> « [8] CONSIDERING that the Court is of the opinion that the four criteria set out in article 575 of the Code of Civil Procedure to authorize a class action are met, namely that:
>
> (1) the claims of the members of the class raise identical, similar or related issues of law or fact, as those consumers would have similar claims;
>
> (2) the facts alleged appear to justify the conclusions sought.
>
> The Applicant alleges that the Defendants offered services free for a certain period of time, before charging the regular price if the members did not take steps to indicate that they do not wish to obtain the services after the said period, and that in doing so, it acted in violation of paragraph c of section 230 of Quebec's Consumer Protection Act, which provides that :
>
> Art. 230 (c) : No merchant, manufacturer or advertiser may, by any means whatever,
>
> (…)

[3] **Schedule 1**, at paras 3 and 7.
[4] *Ibid.* at para 66.

> (c) require that a consumer to whom he has provided services or goods free of charge or at a reduced price for a fixed period send a notice at the end of that period indicating that the consumer does not wish to obtain the services or goods at the regular price.
>
> Therefore, the arguable case has been made at this stage; »

22. Appellant respectfully reminds the Court that the jurisprudence requires the Judge granting authorization for settlement purposes to ensure that the 4 conditions of article 575 C.C.P. are satisfied (*Dupuis c. Polyone Canada inc.*, 2016 QCCS 2561, para 9);

23. Therefore, the Judge *a Quo* could not have found that the Appellant had an arguable case in the November 1, 2017 judgment and then conclude otherwise in the Judgment *a Quo*. In both instances, the legal threshold to satisfy art. 575 (2) is the same, especially on a pure question of law;

B. The Judge *a Quo* erred by not applying a flexible approach in evaluating art. 575 (2) and in thereafter dismissing the case

24. It is now well established that at the authorization stage, the Court's role is merely to filter out applications that are frivolous or unfounded in law and to authorize those that meet the evidentiary and legal threshold requirements of article 575 C.C.P. The Supreme Court and this Court have consistently held that an Applicant must establish "*une apparence sérieuse de droit*" or "*un droit prima facie*"[5].

25. In *Asselin c. Desjardins Cabinet de services financiers inc.*[6], this Court emphasizes the flexible ("*souple*"), liberal and generous interpretation that must be given to art. 575:

> « [29] Cependant, toute méritoire qu'en soit l'intention (et elle l'est), une telle idée, fondée sur une approche exigeante des conditions d'autorisation de l'action collective, ne correspond pas à l'état du droit en la matière, tel que défini par la Cour suprême dans les affaires *Infineon Technologies AG c. Option consommateurs*, *Vivendi Canada Inc. c. Dell'Aniello* et *Theratechnologies inc. c. 121851 Canada inc.*. Ces arrêts préconisent au contraire une approche souple, libérale et généreuse des conditions en question, afin de « faciliter l'exercice des recours collectifs comme moyen d'atteindre le double objectif de la dissuasion et de l'indemnisation des victimes », conformément au vœu du législateur. Il s'agit dès lors seulement pour le requérant, au stade de l'autorisation, de présenter une cause soutenable, c'est-à-dire ayant une chance de réussite, sans qu'il ait à établir une possibilité raisonnable ou réaliste de succès… »

[5] *Infineon Technologies AG c. Option consommateurs*, 2013 CSC 59, paras. 57-68.
[6] 2017 QCCA 1673.

26. It is respectfully submitted that – in light of the well-established jurisprudence – the Judge *a Quo* should have applied the same flexible approach and found that the requirement of article 575 (2) C.C.P. was satisfied in this case;

C. The Judge *a Quo* erred by giving his interpretation

27. The Judge *a Quo* committed a palpable error by giving his interpretation of s. 230 c) at this early stage. The interpretation of s. 230 c) and whether or not it covers the disputed practice, is the responsibility of the merits judge, not the authorization judge;

28. The Judge *a Quo* based himself on the jurisprudence cited at para. 20 of the Judgment *a Quo*. However, those two decisions were rendered in different contexts and therefore cannot justify dismissing authorization in the case at bar;

29. Firstly, *Trudel c. Banque Toronto-Dominion*[7] is an isolated decision from 2007, rendered before the Supreme Court provided clear guidance on the flexible approach required at authorization in *Infineon* and *Vivendi*;

30. Secondly, *Fortier c. Meubles Léon Ltée*[8] was rendered prior to *Asselin* and dealt with a different set of factual and legal issues. The question as to whether the salesmen's representations were false and thus in violation of the C.P.A. is one of law. Faced with it, this Court erred on the side of caution and overturned the first instance decision, and authorized the class action in part, rather than prematurely ending it:

> [124] Lorsqu'un vendeur des intimées représente à l'un des appelants que s'il n'achète pas une garantie supplémentaire et qu'un bris survient après l'expiration de la garantie du manufacturier, il devrait assumer le coût des réparations ou du remplacement, son argument sert en pratique à mousser la vente d'une garantie supplémentaire ou dit autrement, à pousser le consommateur à acheter cette garantie. S'agit-il pour autant de fausses représentations au sens de la L.p.c.? Pas certain, mais il est préférable, dans le contexte de l'exigence du paragr. 1003b) *C.p.c.*, de laisser cette question au juge du fond qui aura un tableau plus complet pour en décider.

31. The foregoing demonstrates that the Judge *a Quo* committed a palpable and overriding error in interpreting a question of law, especially when the Appellant presents a tenable interpretation of s. 230 c) C.P.A.;

32. Since the Court was not called upon to decide on the merits of the case proper,

[7] 2007 QCCA 413 (CanLII).
[8] 2014 QCCA 195 (CanLII).

where there are two possible interpretations of the law (the application of s. 230 c) C.P.A. in this case), the class action should be authorized to enable the merits stage to arise;

D. The Judge *a Quo* erred in his interpretation of s. 230 c) C.P.A.

33. The Judgment *a Quo* only partially identifies the Appellant's reproach against the Respondents and goes on to conclude that they did not commit a violation of s. 230c) because the contracts produced by the Appellant clearly mention that the consumer accepted – *on day 1* – to pay the regular price *at the end* of the promotional period[9].

34. It is respectfully submitted that the Judge *a Quo* erred in his interpretation of s. 230c) C.P.A. Here is why.

35. In the case of the "Free Trial" Respondents[10], the Appellant's point of contention is not that the Respondents offer free trials (which is permitted), but that they demand the consumer's credit card, PayPal or other form of banking information – on day 1 – so that they can thereafter automatically charge consumers at the end of the free trial period - unless the consumer took steps to notify the merchant that he/she does not wish to pay the regular price at the end of the free trial period (prohibited by s. 230c))[11];

36. The above applies *mutatis mutandis* to the "Reduced-Price" Respondents[12], who automatically bill Class members the higher price at the end of the fixed period;

37. The correct interpretation of s. 230c) C.P.A. is that Quebec consumer law does not prohibit merchants from offering a free trial or a discount to consumers; rather, it prohibits merchants from doing so for a fixed period and then imposing on consumers the continuation of their service - after the fixed period - without obtaining the consumers' express consent *at the end* of the free trial or reduced-price period;

38. The legislator added paragraph c) to section 230 C.P.A in 2010 to prohibit the Respondents' widespread[13] practice of "*opting out*" (also referred to as "*Negative Option Billing*"). Prior to the Judgment *a Quo*, it was never tested before any Court;

39. On November 10, 2009, Kathleen Weil, Quebec's Minister of Justice at the time,

---

[9] **Schedule 1**, at paras. 3, 5, 6 and 39.
[10] Apple Inc., Apple Canada Inc., LinkedIn Ireland, Google Inc., Shomi Partnerhsip, Rogers Media Inc. and Sirius XM Canada Inc. (as well as Bell and Vidéotron for certain services such as movie channels).
[11] **Schedule 2** at para 146.
[12] Vidéotron, Bell Canada, Rogers and the Apple Respondents with certain "apps".
[13] The Judgment *a Quo* (para. 39) recognizes that the practice of imposing an obligation on consumers to "opt out" is widespread.

stated prior to adopting paragraph *c* of section 230 C.P.A.[14]:

> ***Mme Weil :*** *L'article 230 de cette loi est modifié par l'ajout du paragraphe suivant:*
>
> *«c) exiger du consommateur à qui il a fourni, gratuitement ou à un prix réduit, un service ou un bien pendant une période déterminée, un avis au terme de cette période indiquant qu'il ne souhaite pas obtenir ce service ou ce bien au prix courant. »*
>
> *La modification proposée a pour objet d'interdire la pratique visant à obliger un consommateur à faire une démarche pour éviter d'être lié par contrat avec un commerçant relativement à un bien ou un service que ce dernier lui a fourni gratuitement ou à prix réduit pendant une période de promotion.*

40. It is clear that the purpose of s. 230c) is to prohibit merchants from offering free trials or reduced-price promotions using Negative Option Billing;

41. Therefore, s. 230c) renders void the contractual clause whereby each of the Respondents require that consumers notify them at the end of the free trial or reduced-price period. In short, the Respondents' Negative Option Billing contracts are illegal because the practice is prohibited;

42. Additionally, the application of paragraph *c* of s. 230 is not conditional upon consumers not having ordered or, using the term at paragraph 34 of the Judgement, "accepted" the services (in fact, the exact opposite is true because - as the Judge *a Quo* emphasizes several times - the consumer consents to the service on day 1). Such a condition only exists in paragraph *a* of s. 230, as it appears below:

230. Aucun commerçant, fabricant ou publicitaire ne peut, par quelque moyen que ce soit: a) exiger quelque somme que ce soit pour un bien ou un service qu'il a fait parvenir ou rendu à un consommateur sans que ce dernier ne l'ait demandé; … c) exiger du consommateur à qui il a fourni, gratuitement ou à un prix réduit, un service ou un bien pendant une période déterminée, un avis au terme de cette période indiquant qu'il ne souhaite pas obtenir ce service ou ce bien au prix courant.	230. No merchant, manufacturer or advertiser may, by any means whatever, (a) charge any sum whatever for any goods or services that he has sent or rendered to a consumer without the consumer having ordered them; … (c) require that a consumer to whom he has provided services or goods free of charge or at a reduced price for a fixed period send a notice at the end of that period indicating that the consumer does not wish to obtain the services or goods at the regular price.

[14] Schedule 6 at para 24 (see also Tab 15 in support of Appellant's Argument Plan).

43. The first scenario in paragraph *a* of s. 230 prohibits inertia selling, while the second scenario in paragraph *c* prohibits Negative Option Billing (opting out). By confusing the two, the Judge a Quo inevitably mixed-up paragraph *a* with paragraph *c* of s. 230 in the example given by Professor Pierre-Claude Lafond at paragraph 34 of the Judgment.

44. In his book cited at footnote 17 of the Judgment *a Quo*, Professor Lafond makes the distinction between the two (para "*a*" vs. "*c*" of s. 230). In this optic, it is clear that the Respondents' practice does not comply with s. 230 *c*) C.P.A.;

45. Imposing the onus on consumers to "opt-out" enables Respondents to take advantage of the consumers' inaction and automatically charge them on a recurring basis, until such time that the consumers takes a positive action to notify them that they do not wish pay the regular price;

46. Since s. 230c) C.P.A. does not prohibit Respondents from giving consumers free trials or discounts, the Appellant suggested the following practical solution at paragraph 30 of her Argument Plan (Schedule 6 hereto) that would satisfy the legislator's intent and protect consumers from prohibited Negative Option Billing practices:

> [30] The "free trial" Defendants can easily accomplish this by continuing to offer free trials, but by asking for the consumer's credit card information at the end of the promotional period (instead of at the beginning). Bell Canada, Vidéotron and Rogers can also easily accomplish this by contacting consumers at the end of the promotional period to obtain their consent to charge the regular price (this can be done by telephone, text message or email).

47. The Appellant's interpretation of s. 230c) would in no way generate absurd results as the Judgement *a Quo* suggests. *Au contraire*, it would further protect consumers by allowing them to benefit from a free trial without running the risk of automatically being charged for a service that was initially offered to them as "free" or discounted;

48. Finally, the Judge *a Quo* erred in applying ss. 214.6 to 214.8[15], which are in Title I of the C.P.A. and provide *general* rules governing contracts involving sequential performance for a service provided at a distance. Section 230c) is in Title II (prohibited business practices) and deals *specifically* with limited time free trial offers and reduced-price promotions;

[15] Paras. 10, 28 & 44 of the Judgment *a Quo*.

49. This error is overriding because the Judge *a Quo* bases his decision in part on these provisions, when they are irrelevant to whether or not the Respondents committed a prohibited business practice under Title II. It is worth emphasizing that the Appellant is not invoking her right to resiliate her contract, rather she invokes her right not to see her consumer rights violated or "*bafoué*s" (which is a prejudice in and of itself[16]);

E. The Judge *a Quo* erred in law by omitting to consider ss. 261 and 262 C.P.A.

50. Adopting the view that it is lawful for consumers to consent from day 1 to automatically being charged at the end of the free trial or discounted period means that the Judgement *a Quo* legalizes Negative Option Billing and amounts to consumers waiving theirs rights under s. 230c). The parties to such a contract would thus be derogating from the C.P.A., which is strictly prohibited pursuant to ss. 261 & 262:

261. On ne peut déroger à la présente loi par une convention particulière.	261. No person may derogate from this Act by private agreement.
262. À moins qu'il n'en soit prévu autrement dans la présente loi, le consommateur ne peut renoncer à un droit que lui confère la présente loi.	262. No consumer may waive the rights granted to him by this Act unless otherwise provided herein.

51. The issue of the C.P.A. being public order legislation was treated at paragraphs 11 to 17 the Appellant's Argument Plan (Schedule 6 hereto);

52. Parties to a consumer contract cannot derogate from the C.P.A. Nowhere is it provided for in the C.P.A. that an exception exists to s. 230c) for when consumers give their consent in advance. The Judge *a Quo* erred in concluding that s. 230c) is not triggered because consumers consented on day 1, without any legislative provision supporting this exception;

53. Paragraph 38 of the Judgment *a Quo* raises the following question:

> « [38]…Pourquoi donc le législateur aurait-il voulu que le consommateur, qui a déjà expressément accepté de payer le prix régulier à la fin de la période promotionnelle, donne un deuxième avis à ce commerçant selon lequel il souhaite recevoir le service à la fin de la période promotionnelle? »

[16] *Richard v. Time Inc.*, 2012 SCC 8, paras 112-114; *Union des consommateurs c. Air Canada*, 2014 QCCA 523 at paras 71-73.

54. The answer is that Quebec consumer law is intended to ensure that a consumer's consent is always protected. Section 230c) provides an additional layer of protection by prohibiting Respondents from profiting from clauses in their various agreements that require consumers to "opt-out" at the end of the promotional period, and thus goes directly to protecting the consent given by consumers to pay the regular price *at the end* of the promotional period;

55. A contractual clause that violates the C.P.A. has no effect and is deemed unwritten. As Professor Lafond writes: « *Le législateur a voulu protéger le consommateur contre la mauvaise foi des commerçants, mais aussi contre lui-même, contre sa propre ignorance de la Loi ou son insouciance* »[17].

56. The Judgment *a Quo* sends a message to merchants (both foreign and local) that they can contract out of the C.P.A. if consumers consent in advance, something that sets a very dangerous precedent and renders s. 230c) meaningless;

F. <u>The Judge *a Quo* erred in fact by not appreciating the Appellant's cause of action</u>

57. There are three other factual errors in the Judgment that must be mentioned: (i) the Appellant contracted with Vidéotron and Netflix (she did not contract with Apple as incorrectly indicated in the Judgment)[18]; (ii) the Court approved the settlements with the 5 Settling Defendants (including Netflix) on May 8, not April 8[19]; and (iii) the Judge *a Quo* had previously authorized a discontinuance in favour of the Telus Defendants[20];

58. The first error regarding the Defendant with whom the Appellant contracted is particularly concerning because it suggests that the Judge *a Quo* did not appreciate the Appellant's direct cause of action against Netflix - which is explained in detail at paragraphs 52 to 72 of her Application (Schedule 2 hereto[21]) - and therefore perhaps against all the other "Free Trial" Defendants as well.

---

[17] Pierre-Claude LAFOND, *Droit de la protection du consommateur : Théorie et Pratique*, Montréal, Éditions Yvon Blais, 2015, paras 76-80 (p. 31-32).
[18] **Schedule 1** at para 12.
[19] **Schedule 1** at para 13.
[20] **Schedule 1** at paras 50-51; See judgment dated July 13, 2017 authorizing discontinuance (**Schedule 3**).
[21] See also **Exhibits P-7**, **P-8**, **P-9** and **P-10** in support of the Application concerning Appellant's cause of action against Settling Defendant Netflix.

III. CONCLUSION

59. For these reasons, may it please the Court to:

I. **ALLOW** the appeal;

II. **SET ASIDE** the judgment in first instance;

III. **GRANT** the Appellant's *Re-Amended Application to Authorize the Brining of a Class Action to Appoint the Status of Representative Plaintiff* according to its conclusions;

IV. **REFER** the file to the Chief Justice of the Superior Court to determine the district in which the class action should be brought and to designate the judge who will manage the case;

V. **CONDEMN** the Respondents to pay the Appellant the legal costs in first instance and on appeal.

This Notice of Appeal has been notified to (i) Vidéotron S.E.N.C., (ii) Vidéotron Ltée, Me Patrick Ouellet (WOODS LLP), (iii) Bell Canada, Me Vincent de l'Étoile (LANGLOIS AVOCATS), (iv) Rogers Communications Inc., (v) Shomi Partnership, (vi) Rogers Media Inc., Me Pierre Lefebvre (LANGLOIS AVOCATS), (vii) Apple Inc., (viii) Apple Canada Inc., Me Kristian Brabander (McCARTHY TÉTRAULT LLP), (ix) LinkedIn Ireland, Me Nick Rodrigo (DAVIES WARD PHILLIPS & VINEBERG LLP), (x) Google Inc., Me François Grondin (BORDEN LADNER GERVAIS LLP), (xi) Sirius XM Canada Inc., Me Frédéric Paré (STIKEMAN ELLIOTT LLP) and to the Office of the Superior Court of Quebec, District of Montreal.

This July 2, 2018 in Montreal

(s) LPC Avocat Inc.

_____

LPC AVOCAT INC.
Me Joey Zukran
Attorney for the Appellant – Applicant
5800 blvd. Cavendish, Suite 411
Montréal, Québec, H4W 2T5
Telephone: (514) 379-1572
Telecopier: (514) 221-4441
Email: jzukran@lpclex.com

LIST OF SCHEDULES IN SUPPORT OF NOTICE OF APPEAL

Schedule 1:	Notice of the Judgment dated June 8, 2018 and Judgment by the Honourable Stéphane Sansfaçon of the Superior Court, District of Montreal, rendered May 14, 2018;
Schedule 2:	Copy of the *Re-Amended Application to Authorize the Bringing of a Class Action and to Appoint the Status of Representative* dated April 17, 2018;
Schedule 3:	Copy of the Judgment by the Honourable Stéphane Sansfaçon of the Superior Court, District of Montreal, rendered July 13, 2017 (concerning discontinuances in favour of Telus, Amazon and SMI);
Schedule 4:	Copy of the Judgment by the Honourable Stéphane Sansfaçon of the Superior Court, District of Montreal, rendered July 13, 2017 (concerning discontinuances in favour of the Bank Defendants);
Schedule 5:	*En liasse*, copies of 5 Judgments by the Honourable Stéphane Sansfaçon of the Superior Court, District of Montreal, rendered November 1, 2017;
Schedule 6:	Appellant's Argument Plan in Support of her Application to Authorize the Class Action (for the February 1-2, 2018 hearing);
Schedule 7:	*En liasse*, copies of 5 Judgments by the Honourable Stéphane Sansfaçon of the Superior Court, District of Montreal, rendered May 8, 2018;
Schedule 8:	Copy of the letter dated May 14, 2018, sent by the Honourable Stéphane Sansfaçon of the Superior Court, District of Montreal;

This July 2, 2018 in Montreal

(s) LPC Avocat Inc.

_____

LPC AVOCAT INC.
Per: Me Joey Zukran
Attorney for the Appellant – Applicant
5800 blvd. Cavendish, Suite 411
Montréal, Québec, H4W 2T5
Telephone: (514) 379-1572
Telecopier: (514) 221-4441
Email: jzukran@lpclex.com

S.C.M. N°: 500-06-000798-161
C.A. N°: 500-09-027644-186

COURT OF APPEAL OF QUEBEC
DISTRICT OF MONTREAL

STEPHANIE J. BENABU

APPELLANT – Applicant

v.

VIDÉOTRON S.E.N.C.
ET ALS.

RESPONDENTS – Defendants

NOTICE OF APPEAL
(Article 352 *C.C.P.*)
Appellant
July 2, 2018

COPY

Me Joey Zukran
LPC AVOCAT INC.
5800 blvd. Cavendish, Suite 411
Montréal, Québec, H4W 2T5
Telephone: (514) 379-1572
Telecopier: (514) 221-4441
Email: JZUKRAN@LPCLEX.COM

BL 6059

Within 10 days after notification, the respondent, the intervenors and the impleaded parties must file a representation statement giving the name and contact information of the lawyer representing them or, if they are not represented, a statement indicating as much. If an application for leave to appeal is attached to the notice of appeal, the intervenors and the impleaded parties are only required to file such a statement within 10 days after the judgment granting leave or after the date the judge takes note of the filing of the notice of appeal. (Article 358, para. 2 C.C.P.).

The parties shall notify their proceedings (including briefs and memoranda) to the appellant and to the other parties who have filed a representation statement by counsel (or a non-representation statement). (Article 25, para. 1 of the Civil Practice Regulation)

If a party fails to file a representation statement by counsel (or non-representation statement), it shall be precluded from filing any other pleading in the file. The appeal shall be conducted in the absence of such party. The Clerk is not obliged to notify any notice to such party. If the statement is filed after the expiry of the time limit, the Clerk may accept the filing subject to conditions that the Clerk may determine. (Article 30 of the Civil Practice Regulation)