

CANADA  
PROVINCE OF QUEBEC  
DISTRICT OF HULL

SUPERIOR COURT  
(Class Action)

550-06-000024-068

DAVID BROWN, [REDACTED]  
[REDACTED]  
[REDACTED]

Petitioner

vs.

FRANCOIS ROY, [REDACTED]  
[REDACTED]  
[REDACTED]

and

MARC JEMUS, [REDACTED]  
[REDACTED]  
[REDACTED]

and

ROBERT PRIMEAU, [REDACTED]  
[REDACTED]  
[REDACTED]

and

828 TRUST, [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

Respondents

2006-05-16 203:00  
000E-1-0066-200616162605  
Palais Justice HULL  
Ministère du Québec  
Département de l'Accès à l'Information

**MOTION FOR AUTHORIZATION TO INSTITUTE A CLASS ACTION,  
AND TO OBTAIN THE STATUS OF REPRESENTATIVE  
(ARTICLE 1002 C.C.P.)**

**IN SUPPORT OF HIS MOTION, THE PETITIONER, DAVID BROWN, RESPECTFULLY  
SUBMITS THE FOLLOWING:**

## 1. The Group

- 1.1. The Petitioner intends to institute a class action on behalf of the persons forming part of the group hereinafter described and of which the Petitioner is a member, namely:

### *Description of the Group*

*All those persons who have made various real estate investments, at the inducement, or through, Marc Jémus, François Roy, Robert Primeau and/or their companies, and/or B2B Trust.*

## 2. The Petitioner's Situation

- 2.1. The Petitioner's personal claim against the Respondents is based on the following facts :

### *Background*

- 2.2. In September 2002, the Petitioner, David Brown, and his wife, Darlene Sandra Brown, decided to take a training in real estate investing with Whitney Educational Group Inc. [hereinafter Whitney Group];
- 2.3. Their initial training called «Millionaire U» was followed by a practical individual training of approximately four days given by a professional mentor from the Whitney Group;
- 2.4. In late 2003, the Petitioner started his mentorship training with Jean Lapointe, Head of Canadian mentorship training program;
- 2.5. At that time, Jean Lapointe introduced the Petitioner to the Respondent François Roy, a mentor under his authority who is also a real estate investor with and through whom investments in the area could be made;
- 2.6. In the following days, the Petitioner met the Respondents Marc Jémus and Robert Primeau in Hull, both through the Respondent François Roy;
- 2.7. During the mentorship and other training sessions given by the Whitney Group, the Petitioner came to trust these Respondents;

### *Petitioner's investments*

- 2.8. Therefore, the Petitioner and his wife were not suspicious when they invested a total amount of \$65,246.00 at the inducement and through the Respondents Marc Jémus, François Roy and Robert Primeau;
- 2.9. Of this, \$41,440.00 were self-directed RRSPs which were transferred from the CIBC Bank in Gananoque to B2B Trust, at the request of Marc Jémus and François Roy;
- 2.10. Furthermore, in March 5, 2004, the Respondent B2B Trust approved a \$23,806.00 self-directed RRSP loan submitted by the Petitioner, the whole as appears from a letter from Gary Wilhelm, Assistant Vice-President of Investment Lending & Credit Risk at B2B Trust, communicated in support hereof as Exhibit R-1;
- 2.11. B2B Trust charged considerable fees for the management of those funds;
- 2.12. Again at the incitement and through the Respondents François Roy, Marc Jémus and Robert Primeau, the Petitioner and his wife made some equity investments in preferred stock in some of those Respondents' related companies;
- 2.13. The Petitioner purchased \$23,490.00 worth of "Class C" preferred stock in Les Entreprises de Gestion Robert Primeau Inc., a company managed by the Respondent Robert Primeau, the whole as appears from a random sampling of the Petitioner RRSP B2B Trust statements communicated *en liasse* in support hereof as Exhibit R-2;
- 2.14. The wife of the Petitioner also purchased \$24,686.00 worth of "Class C" preferred stock in the 3877311 Canada Inc., a company managed by the Respondent François Roy, the whole as appears from a random sampling of the Petitioner's wife's RRSP B2B Trust statements communicated *en liasse* in support hereof as Exhibit R-3;
- 2.15. The Petitioner and his wife also appointed the Respondent Marc Jémus, a broker often acting through his company Pension Positive Inc., to be their attorney and to buy on their behalf various immovable properties located in Gatineau, province of Quebec, and to mortgage such immovable properties, the whole as appears from a Power of attorney communicated in support hereof as Exhibit R-4;
- 2.16. The Petitioner lent \$7,690.00 to Marcel Chartrand, a builder in Hawkesbury, with a third row mortgage, the whole as appears from Exhibit R-2;
- 2.17. The Petitioner's wife also lent \$9,380.00 with a third row mortgage given by Marcel Chartrand, which she was told by the Respondent Marc Jémus was a second row mortgage the whole as appears from Exhibit R-3;

- 2.18. All the Petitioner and his wife's investments were made in self-directed RRSPs plans at the Respondent B2B Trust;
- 2.19. At all relevant times, the transactions the Petitioner and his wife made through B2B Trust were handled directly or indirectly by either Marc Jémus or Robert Primeau who acted as middlemen between the Petitioner and B2B Trust;

*Respondents' Fraud*

- 2.20. The Respondents' related companies such as Les Entreprises de Gestion Robert Primeau Inc., Pension Positive Inc. and 3877311 Canada Inc. were supposed to invest the funds in real estate ventures, while maintaining the RRSP qualification for income tax purposes;
- 2.21. The equity investment under the Petitioner's wife's name was supposed to go in parts towards the down payment on condominiums;
- 2.22. The Petitioner and his wife could never get an answer as to the status of that project after the Respondents Marc Jémus and François Roy got the stock money;
- 2.23. The Petitioner and his wife found out later on that the Respondents Marc Jémus and François Roy's companies never purchased the land to build the condominiums;
- 2.24. Another part of the equity investment made under the Petitioner's wife's name was supposed to be used for the down payments on three properties in Gatineau;
- 2.25. The Petitioner and his wife were later informed by a third party that the above-mentioned properties had been sold to another buyer;
- 2.26. However, the Petitioner and his wife were never reimbursed the money they gave 3877311 Canada Inc. for that investment and, to their knowledge, it has never been redirected to any other property;
- 2.27. The Petitioner and his wife also lost their third row mortgages investment;
- 2.28. On April 4, 2005, the Honourable Justice Pierre Isabelle of Superior Court of Quebec, District of Hull, made an order appointing Ginsberg, Gingras et Associés Inc. as receiver of Pension Positive Inc. and 3877311 Canada Inc. pursuant to section 241 of the *Canadian Business Corporation Act*, R.C.S., 1985, c. C-44, the whole as appears from his judgment communicated in support hereof as Exhibit R-5;
- 2.29. On May 27, 2005, the Honourable Justice Kealy of Ontario Superior Court of Justice in Bankruptcy and Insolvency made an order appointing Ginsberg,

- Gingras et Associés Inc. as Interim Receiver of Pension Positive Inc. and 387311 Canada Inc. pursuant to section 47.1 of the *Bankruptcy and Insolvency Act*, R.C.S. 1985, c. B-3, the whole as appears from his judgment communicated in support hereof as Exhibit R-6;
- 2.30. Ginsberg Gingras & Associés made three reports concerning the Respondents Marc Jémus and François Roy and some of their companies;
  - 2.31. Those reports also point out the participation of Robert Primeau and his companies;
  - 2.32. More particularly, on July 18, 2005, Ginsberg Gingras & Associés made a first report concerning the financial situation of Pension Positive Inc., a company controlled by Marc Jémus, a copy of which is communicated in support hereof as Exhibit R-7;
  - 2.33. On January 4<sup>th</sup>, 2006, Ginsberg Gingras & Associés made a second report concerning that company, a copy of which is communicated in support hereof as Exhibit R-8;
  - 2.34. On January 4<sup>th</sup>, 2006, Ginsberg Gingras & Associés also made a report concerning the financial situation of 3877311 Canada Inc, a copy of which is communicated in support hereof as Exhibit R-9;
  - 2.35. Those reports concluded that both companies are insolvent;
  - 2.36. According to the reports of Ginsberg Gingras et Associés, the accounting books of the companies controlled by the Respondents were full of irregularities and of false entries;
  - 2.37. It makes it particularly difficult to retrace the details of every investment that went through those companies;
  - 2.38. More particularly, it makes it impossible to follow the investments made by the Petitioner or his wife;
  - 2.39. However, it makes it clear that no measures were taken to protect the investments made by the Petitioner and his wife or any other member of the Group;
  - 2.40. Furthermore, Ginsberg Gingras's reports indicate that certain amounts paid to those companies by members of the Group were put to other use than investment;
  - 2.41. More particularly, large sums of money were used to the personal benefit of the Respondents or their relatives;

- 2.42. The Respondents Marc Jémus, François Roy and Robert Primeau and their companies deliberately and fraudulently misused the money given to them by Petitioner and other members of the Group;
- 2.43. Their actions and omissions in relation to the management of the amounts entrusted to them or their companies by the Petitioner and other members of the Group were grossly negligent and fraudulent;
- 2.44. On October 28, 2005, Les Entreprises de Gestion Robert Primeau Inc. went bankrupt, as appears from the Insolvency Name Search database of the Office of the Superintendent of Bankruptcy Canada, extract of which are communicated in support hereof as **Exhibit R-10**;
- 2.45. On April 6, 2006, Pension Positive Inc and 3877311 Canada inc. both went bankrupt, the whole as appears from the Insolvency Name Search database of the Office of the Superintendent of Bankruptcy Canada, extracts of which are communicated *en liasse* in support hereof as **Exhibit R-11**;

#### *B2B Trust's Liability*

- 2.46. Despite the suspiciousness of the transactions made on behalf of the Petitioner and his wife through B2B Trust, the later negligently omitted to make any verification concerning its legality;
- 2.47. On the contrary, it continued to issue statements indicating a high book and market value on those investments;
- 2.48. Even after the bankruptcy of 3877311 Canada Inc., B2B Trust issued a Statement report for the period of January 1st, 2006 to March 31st, 2006, indicating a market value and a book value of \$24,686.00 for category «C» preferred shares detained by Darlene Brown, Petitioner's wife, as it appears from a copy of that statement report in Exhibit R-3;
- 2.49. In the same way, even after Les Enterprise de Gestion Robert Primeau Inc. went bankrupt, B2B Trust issued a Statement report for the period of January 1st, 2006 to March 31st, 2006, indicating a market value and a book value of \$23,490.00 for category «C» preferred shares detained by the Petitioner, as it appears from a copy of that statement report, Exhibit R-2;
- 2.50. B2B Trust negligently omitted to act in a diligent way and is therefore jointly liable with the other respondents for the damages sustained by the Petitioner;

#### *Petitioner's Claim*

- 2.51. The Petitioner is entitled to claim from the Respondents jointly the total amount of lost capital on his investments and on his wife's investments made through them or at their inducement, more precisely the amount of \$65,246.00;

- 2.52. The Petitioner is also entitled to claim from the Respondents jointly all the interest he has paid on his loan, more precisely the amount of \$7,910.00;
- 2.53. Furthermore, the Petitioner is entitled to claim from the Respondents jointly an amount of \$10,00.00 for his troubles and inconvenience;

### 3. The Situation of each Group Member

- 3.1. All the Group Members lost their investments following the same fraudulent pattern whether it be by purchasing shares from one of the Respondent's companies or by lending money to them or their companies or at their inducement;
- 3.2. Most of them were recruited while or after having taken real estate investment courses with the Whitney Group;
- 3.3. Each of them transferred their RRSPs to B2B Trust or contracted a loan with that institution for the purpose of investing in real estate at the inducement of or through one of the Respondents;
- 3.4. The same *modus operandi* was used to convince each member of the Group to invest in real estate;

### 4. Respondent's Responsibility

- 4.1. The participation of each of the respondents was necessary for the scam to work and each of them contributed in causing damages to the Members of the Group;
- 4.2. This *modus operandi* could be summarized as follows, as it appears from Pension Positive Inc. Report of January 4<sup>th</sup>, 2006, Ginsberg Gingras & Associés, Exhibit R-8 and from 3877311 Canada Inc. Report of January 4<sup>th</sup>, 2006, Ginsberg Gingras & Associés, Exhibit R-9 :

#### *François Roy*

- 4.3. The initial role played by François Roy was to recruit potential investors;
- 4.4. As a mentor for the Whitney Group he was in a good position to meet potential investors;
- 4.5. When he thought that a person had sufficient financial resources, he would have them sign a credit application;

- 4.6. His role was then to convince his recruit to invest in real estate in the area;
- 4.7. Afterwards, he would introduce the new potential real estate investors to Marc Jémus and Robert Primeau;

*Marc Jémus*

- 4.8. Marc Jémus acted as the broker for those new potential clients concerning the investment of their RRSPs (REIT- Real Estate Investment Trust – self-managed RRSPs);
- 4.9. Following that *modus operandi*, several members of the Group had transferred their RRSPs to B2B Trust to buy shares in 3877311 Canada Inc or Pension Positive inc. or other companies controlled by the respondents or their companies;
- 4.10. Some other members of the Group also contracted loans at B2B Trust to invest more money in real estate at the inducement or through the respondents in the form of shares of different companies controlled by the respondents;
- 4.11. Once they were convinced to buy shares, the new investors would usually sign a «Power of Attorney» in order to give Respondent François Roy and/or Marc Jémus full authority to carry out transactions on their behalf;
- 4.12. Afterwards, each investment was to be matched to a particular property for investment purposes;

*Robert Primeau*

- 4.13. Robert Primeau was in charge of finding real estate properties for the new investors;
- 4.14. Most of the transactions were for the construction of new buildings;

*The investments*

- 4.15. According to Robert Primeau himself, as cited in the Pension Positive Report of January 4<sup>th</sup>, 2006, Exhibit R-8, approximately 700 to 800 such transactions were completed;
- 4.16. The total amount in capital is difficult to determine but is estimated at this point at \$10,000,000.00;
- 4.17. The members of the Group were told that they would make a minimum annual interest of 8%;



- 4.18. The Respondents Marc Jémus, François Roy and Robert Primeau or other persons related to them or their companies, took care of all aspects of the investments made allegedly on behalf of the members of the Group;
- 4.19. However, those investments were not made for the benefit of the members of the Group;
- 4.20. On the contrary, the money was fraudulently diverted for the personal benefit of the respondents and their relatives and/or managed in a grossly negligent manner;
- 4.21. As a result, each members of the Group lost his real estate investments;
- 4.22. Therefore, the Respondents Marc Jémus, François Roy and Robert Primeau are personally and jointly liable for the investments lost by each member of the Group;

*Notices from Canada Revenue Agency*

- 4.23. Furthermore, several members of the group received a notice from Canada Revenue Agency informing them that their investments in Pension Positive Inc. or in other companies controlled by the respondents were considered as withdrawals from their RRSPs;
- 4.24. As a result, the amount of those investments that were completely lost by the members of the Group are being added to their revenue for income tax purposes;
- 4.25. The Respondents Marc Jémus, François Roy and Robert Primeau are responsible for that loss of qualification;
- 4.26. Therefore, they are personally and jointly liable for the amount of income tax that each Member of the Group paid and/or will have to pay following the disqualification of their RRSPs;

*The involvement of the Respondent B2B Trust*

- 4.27. During the period of 2001 to 2003, approximately 150 investors from across Canada and the United States invested savings, RRSPs and other amounts at the inducement of or through the Respondents;
- 4.28. Most of the capital went through B2B Trust either as RRSP transfers from other institutions or as loans contracted directly from B2B Trust;
- 4.29. To the knowledge of B2B Trust, most of the transactions made with or through it by or on behalf of a member of the Group, was made through or at the

- inducement of either Marc Jémus, François Roy or Robert Primeau or one of their companies or representative;
- 4.30. Furthermore, to the knowledge of B2B Trust, most of the capital of the members of the Group was invested in or through one of the companies controlled by either Marc Jémus, François Roy or Robert Primeau or one of their companies;
  - 4.31. B2B Trust got all its instructions concerning those investments through the other respondents or their representatives;
  - 4.32. Also, all the capital was to be invested through the other respondents' companies or to their benefit;
  - 4.33. The Respondent B2B Trust negligently never made any verification concerning the other respondents or their companies and was satisfied with the information supplied by the other respondents themselves;
  - 4.34. Furthermore, the Respondent B2B Trust invited the members of the Group to direct all their questions concerning their investments to their advisors, namely the other respondents or their representatives;
  - 4.35. The Respondent B2B Trust negligently agreed to convert several RRSPs into shares in the other respondents' companies, without really verifying as to whether such transfers would qualify as RRSPs for income tax purposes;
  - 4.36. Also, the Respondent B2B Trust issued RRSPs Statements to the members of the Group indicating the market value of their investments;
  - 4.37. However, the value indicated was in several cases obviously incorrect;
  - 4.38. None of the investors ever got any interest on their investments, even though they had been promised over 8% annually;
  - 4.39. On the other hand, the Respondent B2B Trust charged important fees to the members of the Group for handling their investment money;
  - 4.40. Despite the irregularity of several transactions, the important number of transactions made through a limited number of individuals and the companies they controlled, the absence of any interest paid on these investments, the total amount of these investments and the obvious suspiciousness of the pattern of these investments, B2B Trust never made any verification;
  - 4.41. In the circumstances, any other reasonable trust company would have noticed signs of a potentially fraudulent *modus operandi* and would have made some more verifications;

4.42. B2B Trust was negligent not to do so and is therefore jointly liable with the other respondent for the damages sustained by the members of the Group;

5. The Composition of the Group makes the application of articles 59 and 67 difficult or impractical

5.1. The group consists of hundreds of persons geographically dispersed throughout Canada;

5.2. Thus, it is impossible for the Petitioner to identify all such potential group members and/or obtain a mandate from each of them;

6. Identical, similar or related questions

6.1. The identical, similar, or related questions of fact and law between each Group Member and the Respondent which the Petitioner wishes to have settled by the class action are as follow :

6.2. Did the Respondents François Roy, Marc Jémus and/or Robert Primeau act fraudulently in regard to the investments made at their inducement or through them and/or through one of their companies ?

6.3. In the affirmative, did François Roy, Marc Jémus and/or Robert Primeau engage in a common course of action to commit such a fraud ?

6.4. Did the Respondents François Roy, Marc Jémus, Robert Primeau and/or B2B Trust act negligently in regard to the investments made at their inducement or through them and/or through one of their companies by Group Members ?

6.5. In the affirmative, did François Roy, Marc Jémus, Robert Primeau and/or B2B Trust engage in a common course of action in relation to those investments ?

6.6. Are the Respondents jointly liable for the losses sustained by the Group members ?

6.7. Are the Group members entitled to be compensated for the loss of their investments made at the inducement or through one of the Respondents or their companies?

6.8. Are the Group members entitled to the restitution of all interests paid in relation to loans contracted for the purpose of investing at the inducement or through one of the Respondents or their companies?

6.9. Are the Group members entitled to moral damages caused by the Respondents' actions and/or omissions?

7. Individual question

7.1. The only question of fact and law which is specific to each Group member is the quantum of the damages;

8. The nature of the recourse

8.1. The nature of the recourse which the Petitioner wishes to exercise on behalf of the members of the Group is an action in civil liability damages;

9. The conclusions

9.1. The conclusions sought by the Petitioner are :

**GRANT** the Petitioner's action against the Respondents;

**CONDEMN** the Respondents jointly to pay the Petitioner the sum of \$73,156.00, the whole with interest and additional indemnity pursuant to Article 1619 of the *Civil Code of Quebec*, reckoned from the date of service of the present motion;

**CONDEMN** the Respondents jointly to pay each Group Member an amount corresponding to their lost investments and the interest paid in relation to any loans they contracted pursuant to those investments, the whole with interest and additional indemnity pursuant to Article 1619 of the *Civil Code of Quebec*, reckoned from the date of service of the present motion;

**CONDEMN** the Respondents jointly to pay the Petitioner and each Group Member an amount of \$10,000.00 as general damages for troubles and inconveniences, the whole with interest and additional indemnity pursuant to Article 1619 of the *Civil Code of Quebec*, reckoned from the date of service of the present motion;

**ORDER** the collective recovery of the damage claims;

**CONDEMN** the Respondents jointly to pay such other amounts and grant the Group members such further relief payment as this Honourable Court may determine as being just and proper;

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

**10. Representative status**

- 10.1. The Petitioner requests that he be ascribed the status of representative for the following reasons :
- 10.2. He is a Group member;
- 10.3. He is well informed of the facts alleged in this motion;
- 10.4. He has the required time, determination and energy to bring this matter to a conclusion and adequately represent the Group members;
- 10.5. He cooperates with his attorneys and responds diligently and articulately to any requests they made and he fully comprehends the nature of the class proceedings;
- 10.6. He is in contact with several other Group members;
- 10.7. He is not aware of any conflict of interest with other Group members;
- 10.8. He has chosen one of the most important plaintiffs firm in Canada in the area of class actions for twenty five years;

**11. The Petitioner proposes that the class action be brought before the Superior Court of the District of Hull for the following reasons :**

- 11.1. Two Respondents reside in the district of Hull;
- 11.2. The main part of the fraud happened in the district of Hull;
- 11.3. Most of the investments of the Group members were related to real estates in the district of Hull and the surrounding area;

**WHEREUPON THE PETITIONER PRAYS :**

**THAT** the present motion be granted;

**THAT** the bringing of a class action be authorized as follows :

A civil liability action for damages

**THAT** the status of representative be granted to David Brown for bringing the said class action for the benefit of the Group described as follows, namely :

*Description of the Group*

*All those persons who have made various real estate investments, at the inducement, or through, Marc Jémus, François Roy, Robert Primeau and/or their companies, and/or B2B Trust.*

THAT the principal questions of fact and law be dealt with collectively and be identified as follows :

- Did the Respondents François Roy, Marc Jémus and/or Robert Primeau act fraudulently in regard to the investments made at their inducement or through them and/or through one of their companies ?
- In the affirmative, did François Roy, Marc Jémus and/or Robert Primeau engage in a common course of action to commit such a fraud ?
- Did the Respondents François Roy, Marc Jémus, Robert Primeau and/or B2B Trust act negligently in regard to the investments made at their inducement or through them and/or through one of their companies by Group Members ?
- In the affirmative, did François Roy, Marc Jémus, Robert Primeau and/or B2B Trust engage in a common course of action in relation to those investments ?
- Are the Respondents jointly liable for the losses sustained by the Group members ?
- Are the Group members entitled to be compensated for the loss of their investments made at the inducement or through one of the Respondents or their companies?
- Are the Group members entitled to the restitution of all interests paid in relation to loans contracted for the purpose of investing at the inducement or through one of the Respondents or their companies?
- Are the Group members entitled to moral damages caused by the Respondents' actions and/or omissions?

THAT the conclusions sought with respect to such questions be identified as follows :

GRANT the Petitioner's action against the Respondents;

**CONDEMN** the Respondents jointly to pay the Petitioner the sum of \$73,156.00, the whole with interest and additional indemnity pursuant to Article 1619 of the *Civil Code of Quebec*, reckoned from the date of service of the present motion;

**CONDEMN** the Respondents jointly to pay each Group Member an amount corresponding to their lost investments and the interest paid in relation to any loans they contracted pursuant to those investments, the whole with interest and additional indemnity pursuant to Article 1619 of the *Civil Code of Quebec*, reckoned from the date of service of the present motion;

**CONDEMN** the Respondents jointly to pay the Petitioner and each Group Member an amount of \$10,000.00 as general damages for troubles and inconveniences, the whole with interest and additional indemnity pursuant to Article 1619 of the *Civil Code of Quebec*, reckoned from the date of service of the present motion;

**ORDER** the collective recovery of the damage claims;

**CONDEMN** the Respondents jointly to pay such other amounts and grant the Group members such further relief payment as this Honourable Court may determine as being just and proper;

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

**THAT** it be declared that any Group member who has not requested exclusion from the Group be bound by any judgement to be rendered on the class action in accordance with the *Code of Civil Procedure*;

**THAT** the delay for exclusion be set at thirty (30) days from the notice to the Group members and that at the expiration of such delay, any Group member who has not requested exclusion be bound by any such judgment;

**THAT** it be ordered that a notice to the members be published in the *Globe and Mail* and *Le Droit*;

**THAT** the Respondents be ordered to assume the publication costs of the Notice to Members;

**THAT** the record be referred to the Chief Justice so that he may determine the district wherein the class action is to be brought and the judge before whom it will be heard;

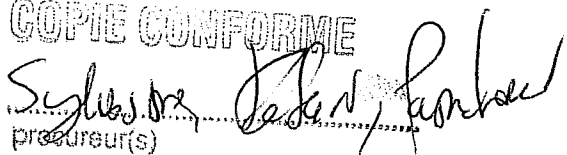
**THAT** the clerk of this Court be ordered, upon receiving the decision of the Chief Justice, in the event that the class action is brought to another district, to transmit the present record to the clerk of the designated district;

The whole with cost, including the cost of notices.

Montréal, May 16<sup>th</sup>, 2006

  
**SYLVESTRE, FAFARD, PAINCHAUD**  
Attorneys for the Petitioner

COPIE CONFORME

  
.....  
procureur(s)

CECI EST UNE COPIE  
CONFORME DU FACSIMILÉ

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CANADA  
PROVINCE OF QUEBEC  
DISTRICT OF HULL

NOTICE OF PRESENTATION

TO:

FRANCOIS ROY  
43, De la Villa Street  
Val-des-Monts (Québec) J8N 7B5

MARC JEMUS  
1311, Hurtubise  
Gatineau (Québec) J8P 7C2

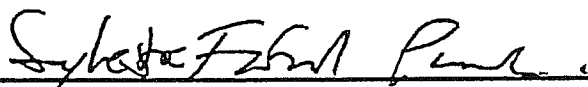
ROBERT PRIMEAU  
2504-160, Georges Street  
Ottawa (Ontario) K1N 9M2

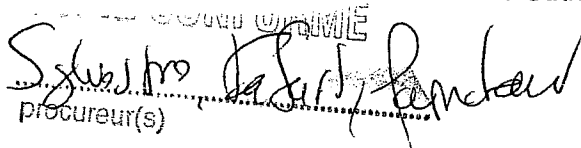
B2B TRUST  
1981, McGill College ave., 20<sup>th</sup> floor  
Montréal (Québec) H3A 3K3

TAKE NOTICE that the petitioner will present the annexed Motion for authorization to institute a class action, and to obtain the status of representative in the Court sitting in practice division of Hull Courthouse on Tuesday, July 4<sup>th</sup>, 2006, in room 1, located at 17, rue Laurier, Gatineau, Quebec.

GOVERN YOURSELF ACCORDINGLY.

Montréal, May 16<sup>th</sup>, 2006

  
SYLVESTRE, FAFARD, PAINCHAUD  
Petitioner's Attorneys

  
Procureur(s)