

CANADA

SUPERIOR COURT
(Class Actions Division)

PROVINCE OF QUEBEC
DISTRICT OF MONTREAL

N^o: 500-06-001074-208

ENRICO GIOIOSA, [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Petitioner

v.

NAUTILUS PLUS INC., a duly incorporated legal person, having its head office at 3550, 1st Street, in the City of Longueuil, District of Longueuil, Province of Quebec, J3T 8Y5;

Defendant

APPLICATION TO AUTHORIZE THE BRINGING OF A CLASS ACTION AND TO APPOINT THE STATUS OF REPRESENTATIVE PLAINTIFF
(ss. 571 & ff. C.C.P.)

TO ONE OF THE HONOURABLE JUDGES OF THE SUPERIOR COURT, SITTING IN THE CLASS ACTIONS DIVISION, IN AND FOR THE DISTRICT OF MONTREAL, YOUR PETITIONER RESPECTFULLY STATES AS FOLLOWS:

A. THE PARTIES:

1. Petitioner, a senior applications consultant, is a consumer within the definition provided for at section 1(e) of the *Consumer Protection Act* (CQLR, c. P-40.1) (the "*CPA*") and resides in the Judicial District of Montreal.
2. Defendant is a merchant within the definition provided for at section 1, paragraph 2 of the *CPA*, and same owns and operates a large number of physical fitness studios in the Province of Quebec, the whole as evidenced from an Extract of the Quebec Enterprise Register, communicated herewith as **Exhibit R-1**.

3. Furthermore, as appears from a newspaper article in the Journal du Quebec, Defendant has approximately fifty thousand (50,000) members in the Province of Quebec as clients, the whole as evidenced by a copy of the newspaper article written by Mr. Pierre Couture from the Journal du Quebec, communicated herewith as **Exhibit R-2**.

B. INTRODUCTION:

4. On or around the 30th of October, 2019, Petitioner and Defendant executed a contract for services involving sequential performance of bilateral obligations (the "**Gym Contract**"), the whole as evidenced by a copy of the Gym Contract, communicated herewith as **Exhibit R-3**.
5. As stated in the Gym Contract, Exhibit R-3, Petitioner is to pay to Defendant a Service Fee in the sum of fourteen dollars and thirty-eight cents (\$14.38) on a bi-monthly basis (the "**Membership Fee**") in consideration for the ability to use Defendant's fitness studio equipment and other ancillary gym services.
6. It should be noted that the Membership Fee is directly credited from Petitioner via pre-authorized payments, the whole as per the terms of the Gym Contract, Exhibit R-3.
7. Moreover, the Gym Contract, Exhibit R-3, was contracted for a term of fifty-two (52) weeks; the maximal duration for physical fitness studio service contracts as permitted by the *CPA*.
8. At no material point did Petitioner ever default on payment of its Membership Fee.
9. On or around the 11th of March, 2020, the World Health Organization (the "**WHO**") declared the COVID-19 crisis to be a global pandemic.
10. On or around the 13th of March, 2020, the Government of Quebec declared same to constitute a State of Emergency, and pursuant to various decrees enacted thereafter, proceeded to order the immediate closure of all fitness health studios for an indeterminate period of time.
11. Given the indeterminate closure of all physical fitness studios, Petitioner was therefore evidentially deprived of his ability to obtain usage of Defendant's fitness studio equipment and other ancillary gym services, as per the Gym Contract, Exhibit R-3.
12. However, notwithstanding the fact that Defendant was no longer providing Petitioner with uninterrupted service in accordance its contractual obligations under the Gym Contract, Exhibit R-3, same continued to charge the latter the full amount of the Membership Fee.

13. Upon discovering same, Petitioner contacted Defendant and requested on numerous occasions that the Gym Contract, Exhibit R-3, be cancelled retroactively to the date upon which services were interrupted, but Defendant consistently refused to accept same, stating that it would simply extend the Gym Contract for the same period of time that Membership Fees were paid by Petitioner, the whole as evidenced by copies of various emails exchanged between the parties, communicated herewith as **Exhibit R-4**.
14. Moreover, as appears from the FAQ page published on Defendant's website, Defendant is unilaterally modifying the terms of all its consumer contracts to extend same for an indeterminate period of time without written consent of its consumers, thereby circumventing the *CPA*, the whole as evidenced by a copy of the COVID-19 FAQ section of Defendant's website, communicated herewith as **Exhibit R-5**.
15. In doing so, Defendant is effectively, *inter alia*, imposing a unilateral change upon its member clients and depriving them of their right to cancel their respective service contracts and also extending the term of said contracts beyond the maximal term provided for by law, both of which are prohibited by the *CPA*.
16. Defendant cannot reap the benefits of Petitioner's Membership Fees, while suspending the performance of its correlative obligations under the guise of superior force, since same would equate to an unfair, unreasonable and illegal situation that would have its clients act as de facto financiers of its operations to the detriment of the latter persons.
17. Consequently, Petitioner seeks to institute a class action on behalf of the following class:

Class:

All persons who, as of the 15th of March, 2020, had executed, in the Province of Quebec, a Consumer Service Contract with the Defendant and were as such subscribed to as members of one or more of Defendant's physical fitness studios and who have continued to be charged Service Fees (i.e. Membership Fees) by Defendant without being able to benefit from the correlative benefits as per their respective Consumer Service Contracts for the period of deprivation of usage;

(hereinafter referred to as the "Class").

- C. **CONDITIONS REQUIRED TO AUTHORIZE THIS CLASS ACTION AND TO APPOINT THE STATUS OF REPRESENTATIVE PLAINTIFF (SECTION 575 C.C.P.):**
 - i. **THE FACTS ALLEGED APPEAR TO JUSTIFY THE CONCLUSIONS SOUGHT:**

18. Petitioner is a consumer client whose credit card has been debited for Service Fees (i.e. Membership Fees) during the months of March, April and May 2020, and as such, is considered by Defendant to be a member of Defendant's physical fitness studio, as appears from the Gym Contract, Exhibit R-3.
19. Petitioner's contractual relationship with Defendant includes and requires that the latter provide the former with the ability to use Defendant's fitness studio equipment and other ancillary gym services, as appears from the Gym Contract, Exhibit R-3.
20. According to the Emails, Exhibit R-4, and Defendant's FAQ policy, Exhibit R-5, Defendant has admitted that it has continued to charge its member clients their Service/Membership Fees, while suspending the execution of its correlative obligations.
21. Defendant is a merchant pursuant to the definition provided for at section 1 of the *CPA*.
22. Moreover, pursuant to section 2 of the *CPA*, the aforesaid Consumer Service Contract (i.e. Gym Contract) is governed by the provisions of said *Act*.
23. As such, Petitioner has and is currently paying for services that he is not receiving, and thus, is entitled to a reimbursement of Membership Fees paid representing a reduction of its contractual obligations, cancellation of the Gym Contract, as well as punitive damages of Three Hundred Dollars (\$300.00).
24. Petitioner's claim is based on breaches by Defendant of the following legislation:
 - a. Sections 8, 11.4 and 200 of the *CPA*; and
 - b. Sections 1458, 1694, 2125 & 2129 of the *Civil Code of Quebec* (CQLR, c. C-1991), (the "*CCQ*").
25. Petitioner's claim includes, without limitation, reparations for Defendant's refusal to cancel the former's Gym Contract, extending same beyond the one (1) year statutory limit and essentially exploiting its consumers by unilaterally forcing same to finance Defendant's operations.
26. Petitioner's damages are a direct and proximate result of Defendant's omissions, actions and negligence.
27. The punitive damages provided for in section 272 of the *CPA* have a preventative objective, that is, to discourage the repetition of such undesirable conduct.

28. Defendant's patrimonial situation is significant enough to warrant the condemnation of the foregoing amount of punitive damages; same being completely appropriate in the circumstances.

ii. THE CLAIMS OF THE MEMEBERS OF THE CLASS RAISE IDENTICAL, SIMILAR OR RELATED ISSUES OF LAW OR FACT:

29. All Class members have a common interest in proving Defendant's liability, since, in the case at bar, the legal and factual backgrounds at issue are common to all members of the Class.

30. Every Class member who was forced to pay Service/Membership Fees to Defendant did so under the reasonable expectation and expressed term that they would be doing so in consideration for the ability to use Defendant's fitness studio equipment and other ancillary gym services, as per the terms of their respective Consumer Service Contracts; Defendant's actions herein clearly demonstrate a failure in this regard.

31. Every Class member who was forced to pay Service/Membership Fees to Defendant should thus be entitled to a reimbursement of the Service/Membership Fees paid representing a reduction of their contractual obligations and the ability to cancel their respective Consumer Service Contracts, the whole as contemplated by section 272 of the CPA.

32. Additionally, each Class member is also justified in claiming moral damages and punitive damages from Defendant.

33. All of the damages to the Class members are a direct and proximate result of the Defendant's illegal and abusive actions, which unilaterally imposed upon its consumer clients the burden of financing the latter's operations, thereby constituting an exploitation of same.

34. Individual questions, if any, pale by comparison to the common questions that are significant to the outcome of the present Application.

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

- a. Has Defendant violated the sections 8, 11.4 and 200 of the CPA, and by incorporation therein, sections 1458, 1694, 2125 and 2129 of the CCQ, in charging Class members their Membership Fees while failing to provide same with the services contracted for in their respective Consumer Service Contracts?

- b. Are Class members entitled to seek cancellation of their respective Consumer Service Contracts retroactively to the date upon which Defendant's physical fitness studios were ordered closed?
- c. Are Class members entitled to seek a reduction of their obligations and/or restitution of Service/Membership Fees paid during the aforesaid period?
- d. Are Class members entitled to compensatory, moral and/or punitive damages, and if so, what is the quantum of said damages?

iii. THE COMPOSITION OF THE CLASS:

- 36. 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.
- 37. According to Exhibit R-2, Defendant has approximately fifty thousand (50,000) members subscribed as clients, and as per its FAQ policy, Exhibit R-5, all members are subject to Defendant's policy to continue collecting their Membership Fees.
- 38. Moreover, as per Exhibit R-1, Class members are dispersed across the Province of Quebec, since Defendant has approximately fifty (50) different locations therein.
- 39. These facts demonstrate that it would be impossible to contact each and every Class member to obtain mandates and to join them in one action.
- 40. In these circumstances, a class action is the only appropriate procedure for all Class members to effectively pursue their respective rights and have access to justice without overburdening the court system.

iv. THE CLASS MEMBER REQUESTING TO BE APPOINTED AS REPRESENTATIVE PLAINTIFF IS IN A POSITION TO PROPERLY REPRESENT THE CLASS MEMBERS:

- 41. Petitioner respectfully requests that he be appointed as representative plaintiff for the following main reasons:
 - a. He is a member of the Class and thus has a personal interest in seeking the conclusions sought herein;
 - b. He is competent, in that he has the potential to be the mandatary of the action if it had proceeded under section 91 of the *Code of Civil Procedure* (CQLR, c. C-25.01) (the "**CCP**"); and
 - c. His interests are not antagonistic to those of other Class members.

42. Additionally, Petitioner respectfully submits that:
- a. He has the time, energy, will and determination to assume all the responsibilities incumbent upon him in order to diligently carry out the action;
 - b. He has mandated his attorneys to file the present Application for the sole purpose of having his rights, as well as the rights of other Class members, recognized and protected so that they can be compensated by Defendant;
 - c. He has cooperated and will continue to fully cooperate with his attorneys, who have experience in consumer protection-related class actions; and
 - d. He understands the nature of the action.
43. As for identifying other Class members, Petitioner draws certain inferences from the situation and realizes that by all accounts, there is a very significant number of Class members that find themselves in an identical situation, and thus, it would not be useful to attempt to identify each of them given their sheer numbers.
44. For the above reasons, Petitioner respectfully submits that his interests and competences are such that the present class action could proceed fairly and in the best interests of Class members.

D. NATURE OF THE ACTION AND CONCLUSIONS SOUGHT:

45. The action that Petitioner wishes to institute on behalf of the members of the Class is an action in cancellation of contract, restitution of amounts unilaterally debited and in damages.
46. The conclusions that Petitioner wishes to introduce by way of an Originating Application are:

GRANT the Representative Plaintiff's action against Defendant on behalf of all Class members;

DECLARE that Defendant could not unilaterally extend the Consumer Service Contracts beyond the statutory one (1) year period;

DECLARE that the Class members have a right to cancel their respective Consumer Service Contracts with Defendant;

ORDER that each Class member that desires to cancel and resiliate its Consumer Service Contract with Defendant, retroactively to the date upon which Defendant's physical fitness studios were indeterminately closed, may do so within a delay of thirty (30) days from the date of final judgment to intervene herein by the notification of a written notice to Defendant seeking same;

CONDEMN Defendant to pay to the Representative Plaintiff and Class members moral damages in an amount to be determined;

CONDEMN Defendant to pay to the Representative Plaintiff and Class members, as restitution, the sum equal to the amount same paid as Service/Membership Fees during the period in which they were deprived of Defendant's services;

CONDEMN Defendant to pay each Class member the sum of Three Hundred Dollars (\$300.00) as punitive damages;

ORDER the collective recovery of all damages to the Class members;

CONDEMN Defendant to pay interest and the additional indemnity on the above sums according to law from the date of service of the present *Application to Authorize a Class Action*;

ORDER Defendant to deposit in the office of this Honourable Court the totality of the sums which form part of the collective recovery, with interests and costs;

ORDER that the claims of individual Class members be the object of collective liquidation if the proof permits and alternatively, by individual liquidation;

CONDEMN Defendant to bear the costs of the present action at all levels, including the costs of all exhibits, notices, the costs of management of the claims and the costs of experts, if any, including the costs of experts required to establish the amount of the collective recovery orders;

RENDER any other order that this Honourable Court shall determine.

47. The interests of justice favour that this Application be granted in accordance with its conclusions.

E. JURISDICTION:

48. Petitioner respectfully submits that this class action be exercised before the Superior Court in the judicial district of Montreal, since Petitioner is domiciled and resides in the district of Montreal, the Gym Contract was executed therein, a large number of Defendant's establishments are situated therein and Petitioner's attorneys practice in such district.

WHEREFORE, PETITIONER PRAYS THAT BY JUDGMENT TO BE RENDERED HEREIN, THIS HONOURABLE COURT:

49. **GRANT** the present Application;

50. **AUTHORIZE** the bringing of a class action in the form of an Originating Application in cancellation of contract, restitution of amounts unilaterally debited and in damages;
51. **APPOINT** Petitioner the status of Representative Plaintiff of the persons included in the Class herein described as:

Class:

All persons who, as of the 15th of March, 2020, had executed, in the Province of Quebec, a Consumer Service Contract with the Defendant and were as such subscribed to as members of one or more of Defendant's physical fitness studios and who have continued to be charged Service Fees (i.e. Membership Fees) by Defendant without being able to benefit from the correlative benefits as per their respective Consumer Service Contracts for the period of deprivation of usage;

Or any other Class to be determined by the Court;

52. **IDENTIFY** the principle questions of fact and law to be treated collectively as the following:
- Has Defendant violated the sections 8, 11.4 and 200 of the *CPA*, and by incorporation therein, sections 1458, 1694, 2125 and 2129 of the *CCQ*, in charging Class members their Service/Membership Fees while failing to provide same with the services contracted for in their respective Consumer Service Contracts?
 - Are Class members entitled to seek cancellation of their respective Consumer Service Contracts retroactively to the date upon which Defendant's physical fitness studios were ordered closed?
 - Are Class members entitled to seek a reduction of their obligations and/or restitution of Service/Membership Fees paid during the aforesaid period?
 - Are Class members entitled to compensatory, moral and/or punitive damages, and if so, what is the quantum of said damages?
53. **IDENTIFY** the conclusions sought by the class action to be instituted as being the following:
- GRANT** the Representative Plaintiff action against Defendant on behalf of all Class members;
 - DECLARE** that Defendant could not unilaterally extend the Consumer Service Contracts beyond the statutory one (1) year period;

- c. **DECLARE** that the Class members have a right to cancel their respective Consumer Service Contracts with Defendant;
 - d. **ORDER** that each Class member that desires to cancel and resiliate its Consumer Service Contract with Defendant, retroactively to the date upon which Defendant's physical fitness studios were indeterminately closed, may do so within a delay of thirty (30) days from the date of final judgment to intervene herein by the notification of a written notice to Defendant seeking same;
 - e. **CONDEMN** Defendant to pay to the Representative Plaintiff and Class members moral damages in an amount to be determined;
 - f. **CONDEMN** Defendant to pay to the Representative Plaintiff and Class members, as restitution, the sum equal to the amount same paid as Service/Membership Fees during the period in which they were deprived of Defendant's services;
 - g. **CONDEMN** Defendant to pay each Class member the sum of Three Hundred Dollars (\$300.00) as punitive damages;
 - h. **ORDER** the collective recovery of all damages to the Class members;
 - i. **CONDEMN** Defendant to pay interest and the additional indemnity on the above sums according to law from the date of service of the present *Application to Authorize a Class Action*;
 - j. **ORDER** Defendant to deposit in the office of this Honourable Court the totality of the sums which form part of the collective recovery, with interests and costs;
 - k. **ORDER** that the claims of individual Class members be the object of collective liquidation if the proof permits and alternatively, by individual liquidation;
 - l. **CONDEMN** Defendant to bear the costs of the present action at all levels, including the costs of all exhibits, notices, the costs of management of the claims and the costs of experts, if any, including the costs of experts required to establish the amount of the collective recovery orders;
 - m. **RENDER** any other order that this Honourable Court shall determine.
54. **DECLARE** that all members of the Class that have not requested their exclusion, be bound by any judgment to be rendered on the class action to be instituted in the manner provided for by the law;

55. **FIX** the delay of exclusion at thirty (30) days from the date of the publication of the notice to the members, date upon which the members of the Class that have not exercised their means of exclusions will be bound by any judgment to be rendered herein;
56. **ORDER** the publication of a notice to the members of the Class in accordance with section 579 of the *C.C.P.* within sixty (60) days from the judgment to be rendered herein in the "News" sections of the Saturday editions of *Le Journal de Montreal*, *Le Journal du Quebec* and the *Montreal Gazette*;
57. **ORDER** that said notice be published on the Defendant's website, its social media pages (i.e. Facebook pages and Twitter accounts, etc.), in a conspicuous place, with a link stating "Notice of a Class Action";
58. **ORDER** Defendant to send an Abbreviated Notice by e-mail to each Class member, to their last known e-mail address, with the subject line "Notice of a Class Action";
59. **ORDER** Defendant to send a Notice by regular mail to each Class member, to their last known physical address, with the subject line "Notice of a Class Action";
60. **RENDER** any other order that this Honourable Court shall determine;
61. **THE WHOLE** with costs, including the court stamp, bailiff fees, stenographer fees and publication fees.

Westmount, June 1st, 2020.



STEIN & STEIN INC.

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

Filing of a judicial application

Take notice that Petitioner has filed this Application for Authorization to Institute a Class Action and to Appoint the Status of Representative Plaintiff in the office of the Superior Court, Class Actions Division, in the judicial district of **Montreal**.

Defendant's answer

You must answer the application in writing, personally or through a lawyer, at the courthouse of **Montreal** situated at 1, **Notre-Dame East, Montreal, QC, H2Y 1B6** within 15 days of service of the application or, if you have no domicile, residence or establishment in Québec, within 30 days. The answer must be notified to the Petitioner's lawyer or, if the Petitioner is not represented, to the Petitioner.

Failure to answer

If you fail to answer within the time limit of 15 or 30 days, as applicable, a default judgement may be rendered against you without further notice and you may, according to the circumstances, be required to pay the legal costs.

Content of answer

In your answer, you must state your intention to:

- negotiate a settlement;
- propose mediation to resolve the dispute;
- defend the application and, in the cases required by the Code, cooperate with the plaintiff in preparing the case protocol that is to govern the conduct of the proceeding. The protocol must be filed with the court office in the district specified above within 45 days after service of the summons or, in family matters or if you have no domicile, residence or establishment in Québec, within 3 months after service;
- propose a settlement conference.

The answer to the summons must include your contact information and, if you are represented by a lawyer, the lawyer's name and contact information.

Change of judicial district

You may ask the court to refer the originating Application to the district of your domicile or residence, or of your elected domicile or the district designated by an agreement with the plaintiff.

If the application pertains to an employment contract, consumer contract or insurance contract, or to the exercise of a hypothecary right on an immovable serving as your main residence, and if you are the employee, consumer, insured person, beneficiary of the insurance contract or hypothecary debtor, you may ask for a referral to the district of your domicile or residence or the district where the immovable is situated or the loss occurred.

The request must be filed with the special clerk of the district of territorial jurisdiction after it has been notified to the other parties and to the office of the court already seized of the originating application.

Transfer of application to Small Claims Division

If you qualify to act as a plaintiff under the rules governing the recovery of small claims, you may also contact the clerk of the court to request that the application be processed according to those rules. If you make this request, the plaintiff's legal costs will not exceed those prescribed for the recovery of small claims.

Calling to a case management conference

Within 20 days after the case protocol mentioned above is filed, the court may call you to a case management conference to ensure the orderly progress of the proceeding. Failing this, the protocol is presumed to be accepted.

Exhibits supporting the application

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

EXHIBIT R-1: Extract of the Quebec Enterprise Register for Defendant;

EXHIBIT R-2: A copy of the newspaper article written by Mr. Pierre Couture from the Journal du Quebec;

EXHIBIT R-3: A copy of the Gym Contract executed by and between Petitioner and Defendant on the 30th of October, 2019;

EXHIBIT R-4: Copies of various emails exchanged between the parties;

EXHIBIT R-5: A copy of the COVID-19 FAQ section of Defendant's website.

These exhibits are available on request.

Notice of presentation of an application

If the application is an application in the course of a proceeding or an application under Book III, V, excepting an application in family matters mentioned in article 409, or VI of the Code, the establishment of a case protocol is not required; however, the application must be accompanied by a notice stating the date and time it is to be presented.

Westmount, June 1st, 2020.

Stein & Stein Inc.

STEIN & STEIN INC.

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NOTICE OF PRESENTATION
(ss. 146 & 574, al. 2 C.C.P.)

TO: DEFENDANT

TAKE NOTICE that Petitioner's *Application for Authorization to Institute a Class Action and to Appoint the Status of Representative Plaintiff* will be presentable before one of the Honourable Judges of the Superior Court, sitting in the Class Actions Division, in and for the District of Montreal, at the **Montreal Court House**, located at **1, rue Notre Dame Est, Montreal, Quebec, H2Y 1B6**, on the date set by the coordinator of the Class Actions Division.

DO GOVERN YOURSELF ACCORDINGLY.

Westmount, June 1st, 2020.



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**SUPERIOR COURT
(Class Actions Division)
PROVINCE OF QUEBEC
DISTRICT OF MONTREAL**

ENRICO GIOIOSA, domiciled and residing at
12383, Jules-Helbronner Street, in the City of
Montreal, District of Montreal, Province of Quebec,
H1C 0E7

Petitioner

v.

NAUTILUS PLUS INC., a duly incorporated legal
person, having its head office at 3550, 1st Street,
in the City of Longueuil, District of Longueuil,
Province of Quebec, J3T 8Y5;

Defendant

**APPLICATION TO AUTHORIZE THE BRINGING
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STATUS OF REPRESENTATIVE PLAINTIFF**
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ORIGINAL

CODE NO. BS0327 FILE NO. 12542-2

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