

C A N A D A

PROVINCE OF QUEBEC
DISTRICT OF MONTREAL

(Class Action)
SUPERIOR COURT

NO: 500-06-001126-214

ARIEH PERECOWICZ, taxi driver, domiciled
at [REDACTED]

Applicant

-vs-

PLACEMENTS SAINT-JÉRÔME INC., legal
person having its head office at 2901 Rachel
Street East, Suite 20, Montreal, province of
Quebec, H1W 4A4

Defendant

**APPLICATION TO AUTHORIZE THE BRINGING OF A CLASS ACTION
AND TO APPOINT THE STATUS OF REPRESENTATIVE PLAINTIFF
(ARTICLES 571 AND FOLLOWING C.C.P)**

**TO ONE OF THE HONOURABLE JUDGES OF THE SUPERIOR COURT, SITTING IN
AND FOR THE DISTRICT OF MONTREAL, YOUR APPLICANT STATES AS
FOLLOWS:**

I. GENERAL PRESENTATION

1. The Applicant wishes to institute a class action on behalf of the following class:

Class:

All taxi drivers for Placements Saint-Jérôme Inc. or its other names used in Quebec, such as Diamond, Hochelaga, Taxelco, Taxi Central Beloeil, Taxi-Charge, Téo Taxi or Veteran's Taxi who, since February 1, 2018, paid fees in excess of \$0.10 for debit card transactions or coupon/voucher transactions, or more than 2.65% for credit card transactions.

(hereinafter referred to as the "**Class**")

or any other Class to be determined by the Court;

2. The Defendant is a taxi company that operates in Quebec under the names Taxi Diamond, Taxi Hochelaga, Taxelco, Taxi Central Beloeil, Taxi-Charge, Téo Taxi and Veteran's Taxi, as it appears from the extract of the Quebec corporate register communicated as **Exhibit P-1**;
3. The Defendant has a fleet of approximately 1,720 taxis;
4. The Applicant is a taxi driver who, up until recently, drove for Taxi Diamond and Veteran's Taxi, as it appears from his "Carte de chauffeur" communicated as **Exhibit P-2**;
5. One way that the Defendant makes money is by charging taxi license/permit owners a "stand fee" of approximately \$420 per month. In exchange, the Defendant dispatches clients/passengers to the taxis. Another way that the Defendant makes money is by charging taxi drivers a membership fee of \$86.00 per year. This appears to be a standard practice in the industry;
6. However, the Defendant has devised another shrewd way to make money off its drivers' backs – that grossly departs from standard industry practices – which is by charging drivers an abusive commission ranging from 4.8% to 6.0% plus taxes on all credit card and debit card payments processed by the drivers, as well as on the coupons/vouchers that the drivers accept from their passengers (hereinafter the "**Transactions**");
7. The clause imposed by the Defendant in its contract of adhesion with the taxi drivers/owners providing for such a high commission is abusive within the meaning of article 1437 C.C.Q. and therefore illegal;
8. The reason why the commission of 4.8% to 6.0% plus taxes is abusive is because the Defendant's cost for processing debit card payments is approximately \$0.05 and its cost for processing credit card payments is at most 2.65%. Its cost for processing its own coupons/vouchers is zero. It must also be noted that many taxi drivers do not earn enough revenue to claim back the GST & QST and therefore pay approximately 15% more on top of these amounts;
9. To put this into perspective, if a taxi ride costs a passenger **\$50.00**, the following is what the Defendant collects from its drivers, depending on the method of payment chosen by the passenger:

Payment Method	Commission (%)	Commission on \$50 ride	Defendant's Cost	Defendant's Markup
Cash	0.00	0.00	N/A	N/A
Debit Card	5.70% (plus taxes)	\$3.27	\$0.05	6440%
Credit Card	5.70% (plus taxes)	\$3.27	\$1.33	145.86%
Coupon/Voucher	5.70% (plus taxes)	\$3.27	\$0.00	More than 6440%

10. There can be no doubt that imposing on taxi drivers markups ranging from 1040% (for a \$10 taxi ride) to 6440% (for a \$50 taxi ride) for debit card transactions is objectively abusive;
11. There can be no doubt that imposing on taxi drivers a commission of 4.80% to 6.00% plus GST and QST to process its own coupon/voucher transactions is objectively abusive;
12. There can be no doubt that imposing on taxi drivers markups ranging from 115% (for a \$10 taxi ride) to 145.86% (for a \$50 taxi ride) for credit card transactions is objectively abusive;
13. To illustrate the abusive nature of the above charges, it is worth specifying what **Union Taxi**, one of the Defendant's competitors, charged its taxi drivers for the exact same \$50.00 taxi ride during the Class Period:

Payment Method	Commission (%)	Commission on \$50 ride	Union Taxi's Cost	Union Taxi's Mark-up
Cash	0.00	0.00	N/A	N/A
Debit Card	0.00	\$0.00	N/A	\$0.00
Credit Card	3.5% (plus taxes)	\$1.75	\$1.33	31.58%
Coupon/Voucher	0.00	0.00	\$0.00	\$0.00

14. As it appears from the chart above, Union Taxi did not charge its drivers a commission for debit card or coupon/voucher transactions. Also, Union Taxi's markup is only **one fifth** of the Defendant's markup for processing credit card transactions;
15. In light of all of the above, there can be no debate that the commissions charged to its drivers by the Defendant for processing these Transactions are exorbitant and abusive within the meaning of article 1437 C.C.Q.:

<p>1437 C.C.Q. La clause abusive d'un contrat de consommation ou d'adhésion est nulle ou l'obligation qui en découle, réductible.</p> <p>Est abusive toute clause qui désavantage le consommateur ou l'adhérent d'une manière excessive et déraisonnable, allant ainsi à l'encontre de ce qu'exige la bonne foi; est abusive, notamment, la clause si éloignée des obligations essentielles qui découlent des règles gouvernant habituellement le contrat qu'elle dénature celui-ci.</p>	<p>1437 C.C.Q. An abusive clause in a consumer contract or contract of adhesion is null, or the obligation arising from it may be reduced.</p> <p>An abusive clause is a clause which is excessively and unreasonably detrimental to the consumer or the adhering party and is therefore contrary to the requirements of good faith; in particular, a clause which so departs from the fundamental obligations arising from the rules normally governing the contract that it changes the nature of the contract is an abusive clause.</p>
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16. The Applicant submits that the Defendant acts in bad faith because it forces its taxi drivers to use its payment processing services and then imposes these egregious commissions that are disproportionate to its real cost, exploitative and abusive;
17. This class action seeks a declaration that the clause allowing for such high commissions be declared null and, as a result, for damages in the amount of 100% of the commissions paid by Class Members to the Defendant during the Class Period. It also seeks an order prohibiting the Defendant from charging commissions in excess of 25% of its actual costs for processing these Transactions;

II. CONDITIONS REQUIRED TO AUTHORIZE THIS CLASS ACTION AND TO APPOINT THE STATUS OF REPRESENTATIVE PLAINTIFF (SECTION 575 C.C.P.):

A) THE FACTS ALLEGED APPEAR TO JUSTIFY THE CONCLUSIONS SOUGHT

The Applicant's Claim Against the Defendant

18. During the Class Period, the Applicant drove as a taxi driver for the Defendant;
19. Throughout the Class Period, the Defendant imposed on the Applicant its abusive commissions ranging from 4.80% to 6.00% (plus taxes) on credit card and debit card transactions, as well as on coupon/voucher transactions, as it appears from a series of 2020 statements sent by the Defendant to the Applicant communicated *en liasse* as **Exhibit P-3**;
20. It is worth noting that it seems from Exhibit 3 (invoice dated August 11, 2020), that the Defendant is taking a commission from the Applicant's \$6.00 tip, given that on all other statements in Exhibit P-3 its charges 4.80% plus taxes, none of which include a tip, but on the one statement that has a tip, the Defendant charged a total commission of 5.80% plus taxes, all the while making it appear that it does not charge a commission on said tip;
21. In 2018 and 2019, the Applicant was imposed Transaction fees of 6.00% plus taxes, as it appears from the statements communicated *en liasse* as **Exhibit P-4**;
22. As alleged herein and reproduced in the charts above, the Defendant's markup on these Transactions range from 145% to 6440%, which is objectively abusive and unfair;
23. The Defendant has collected hundreds, if not thousands of dollars in Transaction commissions from the Applicant during the Class Period (including from credit card, debit and voucher/coupon transactions);
24. We reiterate the allegations at paragraphs 1 to 17 above to avoid repetition;

25. It is important to note that in addition to the commissions charged to the Applicant and all Class Members, the Defendant also generates substantial revenues by charging monthly “stand fees” and annual membership fees;
26. The Applicant was always unhappy about paying these high Transaction commissions, which the Defendant imposes in its contract of adhesion, but had no choice if he wanted to earn a living being a taxi driver for them;
27. For instance, “Square”, a popular payment processing company, offers taxi drivers its “Square Terminal”, which is “*a credit and debit machine with no monthly fees*” and charges “*just 2.65% per transaction for Visa, Mastercard, American Express and international credit cards, or \$0.10 per INTERAC dip or tap*”, the whole as appears from **Exhibit P-5**;
28. The Retail Council of Canada explains on its website that the cost to the merchant for a debit card transaction is \$0.10 and that it does not change “*whether the purchase is for \$5 or \$5,000*”, as it appears from **Exhibit P-6**:

Cash

When a customer pays cash for an item, the cost is virtually \$0 to the merchant.

Debit

Debit transactions are charged a single transaction rate – regardless of the value of the purchase. It generally costs merchants under 10 cents to process each debit transaction. This amount does not change, whether the purchase is for \$5 or \$5,000.

The Cost to the Retailer?

For a \$500 transaction – the cost to the retailer can then range from:

Cash: \$0

Debit: \$0.10

Credit: \$10

The more people who use credit cards – the more expensive the cost to retailers and the higher prices become for everyone.

29. According to Interac’s website, it charges a flat-fee of \$0.02 for Tier 1 Low-ticket merchants, including for “Limousines and Taxicabs (MCC 4121)”, as it appears from the webpage titled “*Understanding Business Fees*”, communicated as **Exhibit P-7**;
30. The Applicant is also aware that Desjardins charges companies the following amounts for the use of its credit card and debit card terminals (both at the cash register and for deliveries):

Card Type	Entering Card	Pay Pass
MasterCard	1.62%	2.36%
Visa	1.59%	1.98%
Debit (Interac)	\$0.04	\$0.075

31. It is likely that the Defendant's cost for processing credit/debit card Transactions is similar to the chart in paragraph 30 above, and the Defendant is hereby invited to file its costs as "relevant evidence" if this is not the case;
32. To decide whether the Defendant's Transaction commissions are abusive, the jurisprudence requires a comparison of what the adherent paid for the service and the "wholesale" cost to the merchant providing the service (in this case, the Defendant charges more than 145% to 6440% of its actual Transaction costs);
33. There is an important disproportion between the Transaction commissions paid to the Defendant by the Applicant and the services provided by the Defendant. This disproportion is all the more obvious when comparing to Union Taxi, who charged its drivers a fraction for the exact same services during the same periods (see chart at paragraph 13 above);
34. Consequently, an excessive disproportion exists when the Defendant charges its drivers Transaction commissions in excess of \$0.10 for debit card transactions or coupon/voucher transactions, and more than 2.65% for credit card transactions;
35. The Applicant believes that further evidentiary support for his allegations will come to light after a reasonable opportunity for discovery;
36. The Applicant's damages during the Class Period is estimated to be in the hundreds to thousands of dollars (the Defendant has all of the Applicant's records and is hereby called upon to preserve them);
37. The Applicant's damages are a direct and proximate result of the Defendant's abusive conduct;
38. As a result of the foregoing, the Applicant and Class Members are justified in claiming damages and in seeking a declaratory judgment pursuant to article 1437 C.C.Q.;

The Applicant's Request for Injunctive Relief

39. In addition to the damages sought above, the Applicant and the Class Members are entitled to seek injunctive relief in order to prohibit the Defendant from charging taxi drivers disproportionate Transaction commissions in relation to its Transaction costs, pursuant to article 509 C.C.P.;
40. Indeed, as appears from the allegations above, the Transaction commissions imposed by the Defendant are objectively abusive and cause substantial harm to the taxi drivers who are dependent on the Defendant in order to earn a living;
41. As such, the Applicant is well-founded in asking for injunctive relief in order to bar the Defendant from continuing to engage in the same abusive, unfair and illegal conduct to the detriment of Class Members;

B) THE CLAIMS OF THE MEMBERS OF THE CLASS RAISE IDENTICAL, SIMILAR OR RELATED ISSUES OF LAW OR FACT:

42. The claims of every Class Member are founded on very similar facts to the Applicant's claim against the Defendant;
43. Every Class Member was charged an abusive Transaction commission by the Defendant;
44. Individual questions, if any, pale by comparison to the common questions that are significant to the outcome of the present Application;
45. **The recourses of the Class members raise identical, similar or related questions of fact or law, namely:**
 - a) Are the Transaction commissions charged by the Defendant abusive under article 1437 C.C.Q.?
 - b) Does the Defendants' conduct constitute a failure of its obligation to act in good faith under articles 6, 7 and 2805 C.C.Q.?
 - c) Are the Class Members entitled to damages and, if so, in what amount?
 - d) Should an injunctive remedy be ordered to prohibit the Defendant from continuing to charge Transaction commissions in excess of 25% of its Transaction costs?

C) THE COMPOSITION OF THE CLASS

46. 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;
47. The size of the Class is conservatively estimated to include the estimated 1,720 taxi drivers that form part of the Defendant's fleet;
48. The names and addresses of all the Class Members are not known to the Applicant, however, are in the possession of the Defendant;
49. Class Members are very numerous and are dispersed across the province;
50. These facts demonstrate that it would be impractical, if not impossible, to contact each and every Class Member to obtain mandates and to join them in one action;
51. In these circumstances, a class action is the only appropriate procedure for all of the Class Members to effectively pursue their respective rights and have access to justice without overburdening the court system;

D) THE CLASS MEMBER REQUESTING TO BE APPOINTED AS REPRESENTATIVE PLAINTIFF IS IN A POSITION TO PROPERLY REPRESENT THE CLASS MEMBERS

52. The Applicant requests that he be appointed the status of representative plaintiff for the following reasons:
 - a) He is a member of the Class and has a personal interest in seeking the conclusions proposed herein;
 - b) He is competent, in that it has the potential to be the mandatory of the action if it had proceeded under article 91 of the *Code of Civil Procedure*;
 - c) His interests are not antagonistic to those of other Class Members;
53. The Applicant has read the present application and participated in its drafting;
54. As for identifying other Class Members, the Applicant is aware of other taxi drivers who work in the Defendant's fleet and who are dissatisfied with the situation, but were not prepared to bring this case forward out of fear of reprisals by the Defendant;
55. The Applicant also draws certain inferences from the situation and realizes that by all accounts, there is a very important number of taxi drivers that find themselves in an identical situation, and that it would not be useful to attempt to identify them given their sheer number;
56. For the above reasons, the Applicant respectfully submits that his interest and competence are such that the present class action could proceed fairly and in the best interest of the Class;

III. DAMAGES

57. During the Class Period, the Defendant has generated substantial revenues by imposing abusive Transaction commissions on its taxi drivers. Its Transaction commission revenues were amplified by the pandemic, which shifted customers' behaviour to pay with debit cards instead of cash;
58. The Applicant estimates that the average Class Member processes \$25.00 per day in debit/credit card or coupon/voucher transactions, which generates the Defendant Transaction commission revenues of \$1.43 per day per driver. The approximate aggregate value of this case is therefore estimated at \$1.43 per day x 1720 drivers x 3 years = \$2,693,262.00, plus interest (the damages are ongoing until such time that the Defendant modifies its abusive practice);
59. The Defendant must be held accountable for the breach of obligations imposed on it by the *Civil Code of Quebec*, notably articles 6, 7 and 1437;

60. In light of the foregoing, the following damages may be claimed against the Defendant:

a) compensatory damages, in an amount to be determined, on account of the aggregate of the Transaction commissions charged to taxi drivers.

IV. NATURE OF THE ACTION AND CONCLUSIONS SOUGHT

61. The action that the Applicant wishes to institute on behalf of the Class Members is an action in damages, injunctive relief and declaratory judgment;

62. The conclusions that the Applicant wishes to introduce by way of an originating application are:

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

DECLARE the Defendant liable for the damages suffered by the Applicant and each of the Class Members;

ORDER the Defendant to cease charging taxi drivers Transaction commissions in excess of 25% of its Transaction costs;

DECLARE that the commissions charged by the Defendant are excessively and unreasonably detrimental to the taxi drivers and are therefore not in good faith under article 1437 C.C.Q.;

DECLARE abusive and null the clauses in the Defendant's agreement which imposes the Transaction commissions on the taxi drivers;

CONDEMN the Defendant to pay the Representative Plaintiff and Class Members compensatory damages for the aggregate of the amounts charged in Transaction commissions during the Class Period; **SUBSIDIARILY, REDUCE** the obligations of the Representative Plaintiff and Class Members to a maximum of 25% more than the Defendant's cost for processing said Transactions;

ORDER the collective recovery of all damages owed to the Class Members for the amounts overcharged;

CONDEMN the Defendant to pay interest and the additional indemnity on the above sums according to law from the date of service of the Application to authorize a class action;

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

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

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

V. JURISDICTION

63. The Applicant requests that this class action be exercised before the Superior Court of the province of Quebec, in the district of Montreal, because he resides in this district and the Defendant has its head office in this district;

FOR THESE REASONS, MAY IT PLEASE THE COURT:

GRANT the present application;

AUTHORIZE the bringing of a class action in the form of an originating application in damages, injunctive relief and for declaratory judgment;

APPOINT the Applicant the status of representative plaintiff of the persons included in the Class herein described as:

Class:

All taxi drivers for Placements Saint-Jérôme Inc. or its other names used in Quebec, such as Diamond, Hochelaga, Taxelco, Taxi Central Beloeil, Taxi-Charge, Téo Taxi or Veteran's Taxi who, since February 1, 2018, paid fees in excess of \$0.10 for debit card transactions or coupon/voucher transactions, or more than 2.65% for credit card transactions.

(hereinafter referred to as the "**Class**")

or any other Class to be determined by the Court;

IDENTIFY the principle questions of fact and law to be treated collectively as the following:

- a) Are the Transaction commissions charged by the Defendant abusive under article 1437 C.C.Q.?
- b) Does the Defendants' conduct constitute a failure of its obligation to act in good faith under articles 6, 7 and 2805 C.C.Q.?
- c) Are the Class Members entitled to damages and, if so, in what amount?
- d) Should an injunctive remedy be ordered to prohibit the Defendant

from continuing to charge Transaction commissions in excess of 25% of its Transaction costs?

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

1. **GRANT** the Plaintiff's action against the Defendant on behalf of all the Class Members;
2. **DECLARE** the Defendant liable for the damages suffered by the Applicant and each of the Class Members;
3. **ORDER** the Defendant to cease charging taxi drivers Transaction commissions in excess of 25% of its Transaction costs;
4. **DECLARE** that the commissions charged by the Defendant are excessively and unreasonably detrimental to the taxi drivers and are therefore not in good faith under article 1437 C.C.Q.;
5. **DECLARE** abusive and null the clauses in the Defendant's agreement which imposes the Transaction commissions on the taxi drivers;
6. **CONDEMN** the Defendant to pay the Representative Plaintiff and Class Members compensatory damages for the aggregate of the amounts charged in Transaction commissions during the Class Period; **SUBSIDIARILY, REDUCE** the obligations of the Representative Plaintiff and Class Members to a maximum of 25% more than the Defendant's cost for processing said Transactions;
7. **ORDER** the collective recovery of all damages owed to the Class Members for the amounts overcharged;
8. **CONDEMN** the Defendant to pay interest and the additional indemnity on the above sums according to law from the date of service of the Application to authorize a class action;
9. **ORDER** the Defendant to deposit in the office of this Court the totality of the sums which forms part of the collective recovery, with interest and costs;
10. **ORDER** that the claims of individual Class members be the object of collective liquidation if the proof permits and alternately, by individual liquidation;
11. **CONDEMN** the Defendant to bear the costs of the present action at all levels, including the cost of all exhibits, notices, the cost of management of claims and the costs of experts, if any, including the costs of experts required to establish the amount of the collective

recovery orders;

DECLARE that all members of the Class that have not requested their exclusion, be bound by any judgement to be rendered on the class action to be instituted in the manner provided for by the law;

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 exclusion will be bound by any judgement to be rendered herein;

ORDER the publication of a notice to the members of the Class in accordance with article 579 C.C.P. within sixty (60) days from the judgement to be rendered herein in the “News” sections of the Saturday editions of Le Journal de Montréal and the MONTREAL GAZETTE;

ORDER that said notice be published on the Defendant’s various websites, Facebook pages and Twitter accounts, in a conspicuous place, with a link stating “Notice to Quebec Taxi Drivers”;

ORDER the 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”;

ORDER the Defendant and its representatives to supply class counsel, within thirty (30) days of the judgment rendered herein, all lists in their possession or under their control permitting to identify Class Members, including their names, addresses, phone numbers and email addresses;

THE WHOLE with costs including publication fees.

Montreal, February 1, 2021

(s) LPC Avocat Inc.

LPC AVOCAT INC.

Me Joey Zukran

276, rue Saint-Jacques, suite 801

Montréal, Québec, H2Y 1N3

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Fax: (514) 221-4441

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Counsel for Applicant

SUMMONS
(ARTICLES 145 AND FOLLOWING C.C.P)

Filing of a judicial application

Take notice that the Applicant 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 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 Rue Notre-Dame E, Montréal, Quebec, H2Y 1B6**, within 15 days of service of the Application or, if you have no domicile, residence or establishment in Québec, within 30 days. The answer must be notified to the Applicant's lawyer or, if the Applicant is not represented, to the Applicant.

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 Applicant 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 Application for Authorization to Institute a Class Action and to Appoint the Status of Representative Plaintiff, the Applicant intends to use the following exhibits:

Exhibit P-1: Extract of the Quebec corporate register for the Defendant;

Exhibit P-2: Copy of the Applicant's *Carte de chauffeur*;

Exhibit P-3: *En liasse*, copies of some of the 2020 statements sent by the Defendant to the Applicant;

Exhibit P-4: *En liasse*, copies of some of the Applicant's 2018-2019;

Exhibit P-5: Screen capture of the "Square" website;

Exhibit P-6: Extract from the Retail Council of Canada's webpage:
<https://www.retailcouncil.org/advocacy/payments/payments-101/>;

Exhibit P-7: Extract from Interac's website titled "Understanding Business Fees":
<https://www.interac.ca/en/business/support/understanding-fees/>.

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.

Montreal, February 1, 2021

(s) LPC Avocat Inc.

LPC AVOCAT INC.

Me Joey Zukran

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Montréal, Québec, H2Y 1N3

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Counsel for Applicant

NOTICE OF PRESENTATION
(articles 146 and 574 al. 2 C.C.P.)

TO: PLACEMENTS SAINT-JÉRÔME INC.
2901 Rachel Street East, Suite 20
Montreal, Quebec, H1W 4A4

Defendant

TAKE NOTICE that Applicant's *Application for Authorization to Institute a Class Action and to Appoint the Status of Representative Plaintiff* will be presented before the Superior Court at **1 Rue Notre-Dame E, Montréal, Quebec, H2Y 1B6**, on the date set by the coordinator of the Class Action chamber.

GOVERN YOURSELF ACCORDINGLY.

Montreal, February 1, 2021

(s) LPC Avocat Inc.

LPC AVOCAT INC.

Me Joey Zukran
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Counsel for Applicant

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(Class Action)
SUPERIOR COURT
DISTRICT OF MONTREAL

ARIEH PERECOWICZ

Applicant

v.

PLACEMENTS SAINT-JÉRÔME INC.

Defendant

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(ARTICLES 571 AND FOLLOWING C.C.P.)**

COURT COPY

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N/D : JZ-225
