

CANADA

(Class Action)

SUPERIOR COURT

PROVINCE OF QUÉBEC
DISTRICT OF MONTRÉAL

K [REDACTED] A [REDACTED]

No: 500-06-001144-217

- and -

J [REDACTED] A [REDACTED], [REDACTED]
[REDACTED]

- and -

J [REDACTED] R [REDACTED], [REDACTED]
[REDACTED]

Plaintiffs

v.

ROGERS COMMUNICATIONS INC.

-and-

**ROGERS COMMUNICATIONS CANADA
INC.,**

-and-

FIDO SOLUTIONS INC.,

Defendants

**AMENDED APPLICATION FOR AUTHORIZATION TO INSTITUTE A CLASS ACTION
(Art. 574 C.C.P. and following)**

**TO ONE OF THE HONOURABLE JUDGES OF THE SUPERIOR COURT OF QUEBEC,
SITTING IN AND FOR THE DISTRICT OF MONTREAL, THE PLAINTIFFS STATE(...) THE FOLLOWING:**

INTRODUCTION

1. Plaintiffs wish(...) to institute a class action on behalf of the following group, of which Plaintiffs are(...) members, namely:

All persons in Québec who had and/or were using an existing “Rogers”, “Rogers for Business”, “Fido” and/or “Chatr” account, wireless line (cellular phone number) or contract, and who had their services interrupted on or about April 19, 2021, or any other Group(s) or Sub-Group(s) to be determined by the Court;

(hereinafter collectively referred to as “**Class Member(s)**”, “**Group Member(s)**”, the “**Group**”, the “**Class**”, “**Consumers**” or “**Customers**”).

2. Defendants Rogers Communications Inc., Rogers Communications Canada Inc. and Fido solutions Inc. (collectively “**Rogers**”) are related corporations having their headquarters in the city of Toronto, Canada, with establishments and places of business in Quebec, the whole as more fully appears from the SEDAR report and Registraire des entreprises du Québec report (“**CDREQ**”) regarding the three Defendants, communicated herewith as **Exhibit R-1, en liasse**.
3. Defendants are well-known as being among the largest telecommunication providers in Canada, utilizing multiple brands including without limitation the “Rogers”, “Rogers for Business”, “Fido” and “Chatr” brands. Defendants’ services range from wireless to cable and media.
4. Plaintiffs A [REDACTED] and A [REDACTED] are married and share (...) a wireless contract/account with Rogers, with multiple cellular phone numbers associated to the same account, used by themselves and their children. The Defendants have approximately 10.9 million other Canadian consumers and business subscribers for their wireless services.
5. On or about April 19, 2021, Plaintiffs all experienced problems properly using their mobile telephones, namely Plaintiffs could not properly and consistently make and/or receive calls and could not properly and consistently send or receive text messages or otherwise use their data or cellular plan. Their (...) phones were (...) only properly and consistently operational for data while on wifi.
- 5.1. Defendants’ April 19, 2021 wireless outage affected Defendants’ clients in Quebec and the rest of Canada and has been referred to by the Defendants as a so-called “intermittent service interruption for wireless voice and data services”, an “intermittent wireless service

issues impacting customers”, “intermittent issues with voice calls, SMS and data services”, “wireless interruptions”, and/or “intermittent congestion and service impacts for many customers across the country”) (hereinafter collectively referred herein as the “**outage**”).

6. The outage lasted all of the morning and most of the day of April 19, 2021 for Plaintiffs, whereas it continued for many other Class Members until the late night of April 19, 2021 (if not early morning of April 20, 2021 or longer). Plaintiffs are(...) not aware of the exact time when the outage occurred, namely whether it occurred during the night of April 18, 2021 or early morning of April 19, 2021, but they(...) (like many Class Members) woke up to a telephone which was no longer connected to the Rogers network. In this regard, it was only at approximately 8 PM on April 19, 2021 that Defendants tweeted that their “wireless calls, SMS & data services are starting to return to normal for our customers” and that “It will take several more hours for all customers and regions to return to full service”. By approximately midnight on April 19, 2021, Defendants tweeted that a majority but not the totality of its wireless calls, SMS and data services had been restored. (Class Members experiencing the outage were likely not able to access Twitter in any case).
7. This entire issue was reported on by various news outlets, the whole as more fully appears from the multiple news articles, communicated herewith, as though recited at length herein, as **Exhibit R-2**, *en liasse*.
8. As appear from the Exhibit R-2 articles, Class Members and other Canadian customers suffered various damages as a result of the Defendants’ service outage. For example, the Peel Regional Police in Ontario “issued a warning saying if people call 911 they should not hang up because their communicators cannot call back”. Other Class Members were not able to schedule a COVID-19 vaccine appointment because the drugstore required a SMS PIN to confirm the appointment. Exhibit R-2 also reports that Business-to-business transactions were also impacted by the outage, representing significant damages for the affected business clients (Class Members).
9. Jorge Fernandes, Chief Technology Officer at Rogers, explained, acknowledged, admitted, and apologized for the outage, as follows:

“Update: April 20, 2021 7 a.m. ET

To our valued customers – late yesterday afternoon and through the evening our wireless services were restored.

The root cause of the intermittent wireless service issue impacting our customers was a recent Ericsson software update. Our team at Rogers worked tirelessly with Ericsson to restore

wireless voice calls, SMS, and data services and bring all customers back online as quickly as possible.

Connecting Canadians is at the heart of what we do, every day. Yesterday's events did not meet the level of service we strive to provide to our customers. We know that there is a lot of uncertainty in your daily life right now. One of the things we don't want you to have to worry about is staying connected.

We know how much you rely on us and yesterday, we let you down. On behalf of all of us at Rogers, we sincerely apologize.

You have the commitment of our entire team, and our network partner Ericsson, that we will learn from what happened yesterday, to help ensure that this never happens again.

Sincerely,

Jorge

Jorge Fernandes
Chief Technology Officer
Rogers Communications

April 19, 2021

A message from Jorge Fernandes, Chief Technology Officer at Rogers

To our valued customers,

Especially during these times, we know how important it is to stay connected and how much you rely on our services for work, school and staying in touch.

The intermittent wireless service issues that started earlier this morning are unacceptable. On behalf of all of us here at Rogers, Rogers for Business, Fido, and chatr, I want to sincerely apologize for the significant impact and frustration that this has caused.

Our team of network experts, alongside our network partner Ericsson, are working hard to restore full service and have identified the root cause of the issue to help ensure it doesn't happen again.

This situation is continuing to evolve, and I wanted to share what we know so far:

When did this start?

Early this morning, our network operations centre started to see that some wireless customers were experiencing intermittent issues with voice calls, SMS and data services. Our TV, home and business wireline Internet, and home phone services were not impacted.

What happened?

We have identified the root cause of the service issues and pinpointed a recent Ericsson software update that affected a piece of equipment in the central part of our wireless network. That led to intermittent congestion and service impacts for many customers across the country.

What are you doing about it?

We have addressed the software issue and our engineering and technical teams will continue to work around the clock with the Ericsson team to restore full services for our customers.

When will services be restored?

We do not have an exact time yet as it may take us several hours to get everything back up and running normally. It's important that we bring wireless services back up gradually as we return to full service. You have our full commitment that we will not rest until all services are restored.

How can I be updated?

We will continue to provide updates every few hours. Please visit Rogers.com or any of our social media channels for the most up to date information.

Sincerely,

Jorge Fernandes
Chief Technology Officer
Rogers Communications.;

the whole as more fully appears from the messages published on Defendants' websites, communicated herewith as **Exhibit R-3**, in English and in French, *en liasse*.

9.1. As appears from the above citation from the Exhibit R-3 message published by the Defendants, Defendants' own representative and Chief Technology Officer specifically admitted *inter alia* that:

- a) the "intermittent wireless service issues" were "unacceptable";
- b) this outage had caused "significant impact and frustration" to the Class Members;
- c) the "root cause of the service issues" was apparently a "recent Ericsson software update that affected a piece of equipment in the central part of our wireless network"; and
- d) "That led to intermittent congestion and service impacts for many customers across the country";

Plaintiffs intend to rely upon these extra-judicial admissions made publicly by the Defendants' representative.

10. As at the time of the institution of the original class action proceedings herein, Defendants had however (...) not undertaken to reimburse or indemnify the Class Members for the damages suffered as a result of this outage, namely the damages which include without limitation the relevant portion of their monthly plan price paid, business interruption damages, disbursements and costs incurred, lost profits, lost time, etc. After these class action proceedings had been instituted, Defendants argue that they undertook to only credit their clients a "credit equivalent to yesterday's wireless service fee" (which likely represents only a few dollars to each telephone line). Plaintiffs does not know whether this credit was actually applied to every Class Member's line/account. That being said, Defendants still refuse to otherwise indemnify the Class Members for the other more significant damages suffered as a result of the outage, notwithstanding Defendants' admissions in Exhibit R-3 to the effect that the outage was "unacceptable" and that the outage had caused "significant impact and frustration" to the Class Members, namely the damages being claimed herein.
11. Defendants clearly failed to implement the proper steps and required IT measures in order to safeguard and protect the Class Members from service failure and outages, knowing very well that the Class Members depend on their wireless access for their personal and/or business activities, especially more so during the COVID-19 pandemic when more people are operating remotely in their personal and professional matters. Indeed, the Defendants specifically admitted the following on April 20, 2021:
- "We know you depend on us and yesterday we let you down – for this we are truly sorry.
[...]
Again, we offer our sincere apologies and will work hard to earn back your trust"
12. Defendants' Customers have suffered some of the following damages:
- a) Not being able to make or receive calls during the outage period, including 911 calls, (...) booking COVID-19 vaccine appointments (see Exhibit R-2), not being reachable by clients, cancelling meetings or missing meetings altogether by not being reachable, not being reachable by their children's school or caregivers, not being able to work at all (example uber drivers, taxi drivers, other delivery jobs, on-call work, etc), not being able to run their businesses (example shops or other businesses only using a wireless telephone line), etc.;
 - b) Not being able to send or receive text messages (SMS) (which is important for

confirming appointments, confirming identity while using certain apps - such as banking apps, etc.);

- c) Not being able to use their data plan, including using navigation applications, and not being able to use their mobile device as a tether in order work remotely on their other devices, including not being able to use internet hotspot connexion for iPads in some schools (see Exhibit R-2);
- d) Not being able to use many important applications such as uber (for rides, car-sharing, or food ordering), etc., forcing them to incur additional costs.

12.1. In this regard, the Plaintiffs though their undersigned attorneys are communicating herewith, en liasse, as Exhibit R-4, confidentially, under seal and without waiving professional secrecy, the online submissions received from multiple Class Members and customers across the country, as though recited at length herein. Plaintiffs rely on these online submissions for the purposes of further fulfilling their burden to demonstrate an arguable case at the authorization hearing herein;

13. Class Members experienced stress, anxiety, inconvenience and/or loss of time due to the interruption of service, including the significant lost time trying to contact the Defendants in order to remedy the situation. As mentioned above, Defendants have already admitted in Exhibit R-3 that the outage was “unacceptable” and that the outage had caused “significant impact and frustration” to the Class Members.

14. Certain Class Members have suffered loss of business and/or profits, including additional fees, costs or wages paid or incurred in order to remedy the situation and/or mitigate the damages, all of which were directly caused by the Rogers’ service outage, the whole being exacerbated by the fact that the Class Members were already living within restrictions due to the Covid-19 pandemic, forcing Class Members to rely even more on their wireless devices and cellular networks in order to function on a daily basis and to purchase essential goods. For instance, some Class Members only had their cellular line as the only business line and were therefore forced to close their business during the outage. Indeed, Defendants were well aware of this since during the outage itself, Defendants admitted the following on Twitter at 11:27 AM on April 19, 2021 (Class Members were likely not able to even access Twitter during the outage in any case):

“Especially during these times, we know how important it is to stay connected. For those experiencing outages, we are working hard to get your services back up and running ASAP. We appreciate your patience and apologize for the inconvenience.”.

15. Plaintiffs invoke(...) *inter alia* the following legal provisions which makes the Defendants

liable to indemnify the Class Members:

- a) Articles 1384, 1432, 1457, 1458, 1463, 1525, 1590, 1604, 2098, 2100 of the *Civil Code of Quebec*, LRQ, c C-1991;
- b) Sections 1, 2, 34, 37, 40, 219, 272 of the *Consumer Protection Act*, CQLR c P-40.1

FACTS GIVING RISE TO AN INDIVIDUAL ACTION BY THE PLAINTIFFS

16. Plaintiffs reiterate(...) the above allegations in the present section, as though recited at length.

Plaintiffs A [REDACTED] and A [REDACTED]

16.1. Plaintiffs A [REDACTED] and A [REDACTED] are married and share the same Rogers mobile contract/account for their and their children's mobile lines.

17. Plaintiffs have(...) a Rogers wireless contract/account which was already in place on and before April 19, 2021. Indeed, Plaintiffs had already pre-paid for the wireless cellular and data service on their(...) plan for the period including the time of the service outage which began on or about April 19, 2021.

18. As mentioned above, Plaintiffs experienced intermittent service interruptions during the entire morning and most of the afternoon of April 19, 2021. Plaintiffs could not properly and consistently make or receive calls, send or receives text messages, experience dropped calls, and could not otherwise use their(...) cellular or data plan while not on wifi.

19. Plaintiff A [REDACTED] relies on her mobile telephone and data plan in order to complete her job functions as director of a medical complex. She was unable to properly complete said functions and was unable to properly communicate with clients, patients, co-workers, etc. during the outage (many of which were also experiencing the outage and therefore unable to contact Plaintiff A [REDACTED]). The outage continued for some of Defendants' customers even after Plaintiff's service was established, the whole continuing to inconvenience the Plaintiff.

19.1. Plaintiff A [REDACTED] relies on his mobile telephone and data plan in order to complete job function in the automotive sales industry. During the outage, he and his office colleagues all experienced intermittent or lack of wireless services and/or dropped calls, making it very difficult for them to properly conduct business on the day of the outage.

Plaintiff R

19.2. Plaintiff R has a mobile phone contract with Defendant Rogers. She relies heavily on her mobile phone for her work as a real estate broker, namely to communicate with clients and other brokers, attend meetings (virtual and in person), review contracts and relevant real estate documents, etc. R also relies on her mobile phone and Rogers network as a GPS in order to be able to get to her multiple appointments and meetings.

19.3. The real estate market is highly competitive and real estate brokers are required to be immediately reachable and accessible while travelling, failing which transactions and opportunities are lost. R's reputation and success are based on her quick response times and availability.

19.4. On the day of April 19, 2021, Plaintiff R experienced severely intermittent and lower mobile service and coverage, which greatly prevented her from being able to properly complete her work and service her clients. Plaintiff communicates herewith a copy of her Rogers invoice for the relevant months, as **Exhibit R-5, en liasse**.

19.5. More specifically, the April 19, 2021 outage caused Plaintiff R the following damages, embarrassment, stress, loss of time, loss of potential profits, and inconveniences:

a) She arrived late to multiple meetings with other real estate brokers because she could not use her mobile phone as GPS and she was unable to call the brokers in order to inform them that she would be late;

b) She missed a scheduled virtual meeting with the director of her office since she could not access the mobile network;

c) She was scheduled to have a call with a colleague who was referring to her a new client wishing to purchase a building (with a \$5,000,000 budget). Since she was not able to complete the call due to the outage, the client signed with another real estate broker who was able to receive calls that day; this would have represented a potential commission of approximately \$100,000;

d) She cancelled a virtual visit scheduled with an investor client from Abitibi due to the outage. The client was interested in a \$500,000 condo and missed the opportunity to submit a timely offer, which condo was eventually and quickly sold to a different buyer who was not represented by R; this transaction would have represented a commission of approximately \$10,000;

e) Finally, on April 18, 2021, R showed a St. Lambert property to one of her

clients (approximate value of \$900,000). The client was very much interested in the property. Since R [REDACTED] was not able to receive many emails on her mobile phone while travelling on April 19, 2021 (due to the outage), Plaintiff R [REDACTED] was delayed in receiving very important emails regarding said property from the listing broker. R [REDACTED] only received these emails in the evening when finally back at her desk. R [REDACTED] was therefore only able to submit an offer on the property the next day (April 20, 2021), which was too late since the property had already been sold to someone else in the meantime; this transaction would have represented a commission of approximately \$18,000, aside from the fact that the client in question was also willing to mandate R [REDACTED] to sell his own house as well, representing even more lost commissions.

20. Of course, a device connected to wifi no longer uses the Defendants' services or network for data, although receiving and making calls continues to depend on the proper operation of the Defendants' network.
21. The Plaintiffs and the Class Members, in good faith, were reasonably justified in assuming that Defendants would properly safeguard and have the required technological protocols and redundancies in place in order to ensure that such a service interruption would not occur. Defendants clearly failed in this regard and has repeatedly admitted in its communications that it had failed to live up to its Customers' expectations, namely at Exhibit R-3:

"Connecting Canadians is at heart of what we do, every day. Yesterday's events did not meet the level of service we strive to provide to our customers. We know that there is a lot of uncertainty in your daily life right now. One of the things we don't want you to have to worry about is staying connected.

We know how much you rely on us and yesterday, we let you down. On behalf of all of us at Rogers, we sincerely apologize."

22. As a result of the service interruption and outage, Plaintiffs and the Class Members are justified in claiming a prorated refund of the monthly plan price paid, taking into account the time of the service outage (if not already credited or refunded to the Class Members).
23. Defendants are clearly responsible to indemnify and hold the Class Members harmless of and for all other damages, expenses and losses suffered or incurred as a result of the said outage. Defendants have to date refused to indemnify the Class Members in this regard.

FACTS GIVING RISE TO AN INDIVIDUAL ACTION BY EACH OF THE CLASS MEMBERS

24. Plaintiffs reiterates the above allegations in the present section, as though recited at length.
25. Every Class Member had his, her or its wireless service interrupted during the outage in question.
26. Every Class Member has (...) experienced inconvenience and/or loss of time due to the service interruption.
27. Every Class Member is entitled to receive compensation due the Defendants' negligence and failure to perform their obligations under the mobile service contracts in place.
28. The Class Members suffered various damages as a result of the service outage, as more fully detailed above and as appears *inter alia* in the Exhibit R-4 online submissions received from Defendants' customers and Class Members.
- 28.1. As mentioned above, and appears from the Exhibit R-3 message published by the Defendants, Defendants' own representative and Chief Technology Officer specifically admitted *inter alia* that:
 - a) the "intermittent wireless service issues" were "unacceptable"; and
 - b) this outage had caused "significant impact and frustration" to the Class Members;

CONDITIONS REQUIRED TO INSTITUTE A CLASS ACTION

29. The composition of the Group makes it difficult or impracticable to apply the rules for mandates to sue on behalf of others or for consolidation of proceedings (Article 575 (3) C.C.P.) for the following reasons.
30. As mentioned above, it appears that Class Members all suffered damages as a result of the Defendants' interruption of service.
31. Class Members are numerous and are scattered across the entire province and Defendants' customers suffered the same outage across the country as well. Plaintiffs have filed the R-4 online submissions received by certain customers to date.
32. In addition, given the costs and risks inherent in an action before the Courts, many people

will hesitate to institute an individual action against the Defendant. Even if the Class Members themselves could afford such individual litigation, the Court system could not as it would be overloaded. Further, individual litigation of the factual and legal issues raised by the conduct of the Defendant would increase delay and expense to all parties and to the Court system.

33. Moreover, a multitude of actions instituted risks leading to contradictory judgments on issues of fact and law that are similar or related to all Class Members.
34. 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.
35. 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.
36. The damages sustained by the Class Members flow, in each instance, from a common nucleus of operative facts, namely Defendants' negligence, and fault.
37. The claims of the Class Members raise identical, similar or related issues of law and fact (Article 575 (1) C.C.P.), namely:
 - a) Did Defendants fail to provide its users with adequate voice, data and text message services during the outage that occurred on and about April 19, 2021?
 - b) Are Defendants liable to the class members for reimbursement of the prorated amount of their monthly mobile plan for the time period that they were deprived of proper services?
 - c) Are Defendants liable to the class members for other damages suffered, including compensatory, moral and/or punitive damages, and if so, what is the measure of such damages?
38. The interests of justice favour that this application be granted in accordance with its conclusions.

NATURE OF THE ACTION AND CONCLUSIONS SOUGHT

39. The action that Plaintiffs wish(...) to institute for the benefit of the Class Members is an action in damages and in reimbursement of fees paid.

40. The facts alleged herein appear to justify the conclusions sought by the Plaintiffs (Article 575 (2) C.C.P.), namely the following conclusions that Plaintiffs wish(...) to introduce by way of an originating application:

GRANT the Class Action of Plaintiffs on behalf of all the Class Members against Defendants;

DECLARE the Defendant liable for the damages suffered by the Plaintiffs and each of the members of the class;

CONDEMN the Defendant to pay to each member of the class a sum to be determined in compensation of the damages suffered, including compensatory, moral and punitive damages, and **ORDER** collective recovery of these sums;

CONDEMN the Defendant to pay interest and additional indemnity on the above sums according to law from the date of service of the application to authorize the bringing of a 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 including expert and notice fees;

RENDER any other order that this Honorable Court shall determine that is in the interest of the members of the class;

41. Plaintiffs suggest(...) that this class action be exercised before the Superior Court in the District of Montreal for the following reasons:

- a) Plaintiffs reside(...) in the District of Montreal;
- b) A great number of Class Members reside in the judicial District of Montreal;
- c) Defendants have an establishment and carry on business in the District of Montreal;

- d) The undersigned attorneys representing the Plaintiffs and the proposed Class practice in the District of Montreal.
42. Plaintiffs, who are(...) requesting to be appointed as Representative Plaintiffs, are(...) in a position to properly represent the Class Members (Article 575 (4) C.C.P.), since:
- a) Their(...) mobile telephone service was interrupted and affected during the outage;
 - b) They(...) suffered damages as a result of the service interruption, including without limitation the prorated amount of their(...) service plan which they(...) had pre-paid (Defendants having later credited this amount to Plaintiffs after the institution of the present proceedings), as more fully detailed above, as well as other damages caused by the outage such as loss of time, inconvenience, stress, business losses and/or lost opportunity costs, etc.;
 - c) They(...) understand(...) the nature of the action and have (...) the capacity and interest to fairly and adequately protect and represent the interest of the Class Members;
 - d) They are(...) available to dedicate the time necessary for the present action before the Courts of Quebec and to collaborate with Class Counsel in this regard and Plaintiffs are(...) ready and available to manage and direct the present action in the interest of the Class Members that Plaintiffs wish(...) to represent;
 - e) Plaintiff **A** [REDACTED] has already been attributed the status of representative and authorized to represent class members against the same Defendants, in the case of **A** [REDACTED] vs. Rogers Communications inc., 500-06-[REDACTED], which file was ultimately settled;
 - f) Plaintiffs are(...) determined to lead the present file until a final resolution of the matter, the whole for the benefit of the Class Members;
 - g) Their(...) interests are not antagonistic to those of other Class Members;
 - h) They have(...) given the mandate to the undersigned attorneys to obtain all relevant information to the present action and intend(...) to keep informed of all developments;

- i) They have(...) given the mandate to the undersigned attorneys to post the present matter on their firm website in order to keep the Class Members informed of the progress of these proceedings and in order to more easily be contacted or consulted by said Class Members. In this regard, Plaintiffs were able to collect and have filed Exhibit R-4, under seal;
- j) They(...), with the assistance of the undersigned attorneys, are (...) ready and available to dedicate the time necessary for this action and to collaborate with other Class Members and to keep them informed.

43. The present application is well founded in fact and in law.

FOR THESE REASONS, MAY IT PLEASE THE COURT:

GRANT the present Application;

AUTHORIZE the bringing of a class action in the form of an Application to institute proceedings in the District of Montreal;

APPOINT the Plaintiffs as the Representative Plaintiffs representing all persons included in the Class herein described as:

All persons in Québec who had and/or were using an existing “Rogers”, “Rogers for Business”, “Fido” and/or “Chatr” account, wireless line (cellular phone number) or contract, and who had their services interrupted on or about April 19, 2021, or any other Group(s) or Sub-Group(s) to be determined by the Court;

IDENTIFY the principal issues of law and fact to be treated collectively as the following:

- a) Did Defendants fail to provide its users with adequate voice, data and text message services during the outage that occurred on and about April 19, 2021?
- b) Are Defendants liable to the class members for reimbursement of the prorated amount of their monthly mobile plan for the time period that they were deprived of proper services?
- d) Are Defendants liable to the class members for other damages suffered, including

compensatory, moral and/or punitive damages, and if so, what is the measure of such damages?

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

GRANT the Class Action of Plaintiffs on behalf of all the Class Members against Defendants;

DECLARE the Defendant liable for the damages suffered by the Plaintiffs and each of the members of the class;

CONDEMN the Defendant to pay to each member of the class a sum to be determined in compensation of the damages suffered, including compensatory, moral and punitive damages, and **ORDER** collective recovery of these sums;

CONDEMN the Defendant to pay interest and additional indemnity on the above sums according to law from the date of service of the application to authorize the bringing of a 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 including expert and notice fees;

RENDER any other order that this Honorable Court shall determine that is in the interest of the members of the class;

DECLARE that all Class Members who have not requested their exclusion from the Class in the prescribed delay to be bound by any Judgment to be rendered on the class action to be instituted;

FIX the delay of exclusion at 30 days from the date of the publication of the notice to the Class Members;

ORDER the publication or notification of a notice to the Class Members in accordance with Article 579 C.C.P., within sixty (60) days from the Judgment to be rendered herein in digital edition of the LaPresse, the Journal de Montreal, the Journal de Quebec, and the Montreal Gazette, and **ORDER** Defendant to pay for all said publication/notification costs;

ORDER that said notice be posted and available on the home page of Defendants' various websites, Facebook pages, LinkedIn accounts, and Twitter accounts, and **ORDER** Defendants to send the notice by email with proof of receipt to all Class Members, failing which by regular mail;

THE WHOLE with costs including without limitation the Court filing fees herein and all costs related to preparation and publication of the notices to Class Members.

MONTREAL, (...) December 10, 2021

(s) Lex Group Inc.

Lex Group Inc.

Per: David Assor

Class Counsel / Attorneys for Plaintiffs

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(Class Action Division)
SUPERIOR COURT

**PROVINCE OF QUEBEC
DISTRICT OF MONTREAL**

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-and-

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FIDO SOLUTIONS INC.

Defendants

**AMENDED APPLICATION FOR
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ORIGINAL

*Me David Assor
Me Joanie Lévesque*



BL 5606

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