

LONG-FORM NOTICE (ENGLISH)

(Class Action)

SUPERIOR COURT

**CANADA
PROVINCE OF QUÉBEC
DISTRICT OF MONTRÉAL**

N° 500-06-000572-111

HUGUETTE CHARBONNEAU DANEAU

Plaintiff

v.

**BELL CANADA
-and-
BELL EXPRESSVU LIMITED PARTNERSHIP**

Defendants

**NOTICE TO MEMBERS OF THE CLASS ACTION AGAINST BELL CANADA AND BELL
EXPRESSVU – ALLEGEDLY UNDISCLOSED FEES**

1. **TAKE NOTE** that on June 9, 2014, a class action was authorized by judgment of the Honourable Guylène Beaugé of the Superior Court, for the benefit of the physical persons in Canada forming part of the following classes as defined in an additional judgment dated November 25, 2015:

“Any physical person in Canada who subscribed to Bell Canada and/or Bell ExpressVu Limited Partnership’s home phone, Internet and/or television services (the “Services”) after a door-to-door visit between December 1, 2007 and June 29, 2011 inclusively, and who was charged fees higher than those which had been indicated for the Services”;

and

“Any physical person in Canada who subscribed to Bell Canada and/or Bell ExpressVu Limited Partnership’s home phone, Internet and/or television services (the “Services”) on the basis of an advertisement between December 1, 2007 and June 29, 2011 inclusively, and who was charged mandatory additional fees such as those related to Touch-Tone, Internet modem rental, MSN Premium Service, network access, digital service, HD receiver rental for Fibe TV PVR and/or long-distance network connection fees.”;

The classes are hereinafter collectively referred to as the "Class".

2. Plaintiff's address is:

2631 Sicard Street
Montréal (Québec) H1V 2Y8

3. The Defendants' address is:

Bell Canada and Bell ExpressVu Limited Partnership
1 Carrefour Alexander-Graham-Bell
Tower A-7
Verdun (Québec) H3E 3B3

4. For the purposes of the class action, the status of representative has been conferred upon Ms. Huguette Charbonneau Daneau.

5. The principal questions of law and fact which are to be dealt collectively are:

- Did the class member subscribe to a home phone, Internet and/or television service at any point in time between December 1, 2007 and June 29, 2011 inclusively?
- Did the Defendants commit one or more faults generating liability?
- Did the acts alleged against the Defendants cause any damages to the class members?
- Are the Defendants liable for the damages suffered by the class members under the *Consumer Protection Act* (Québec) or any similar applicable provincial law?
- Are the Defendants liable for the damages suffered by the class members under the *Competition Act*?
- Are Plaintiff and the class members entitled to punitive damages?

6. The conclusions sought in relation to these questions are:

- **GRANT** the originating application to institute the class action;
- **GRANT** the class action in favour of each of the class members;
- **CONDEMN** the Defendants Bell Canada and Bell ExpressVu Limited Partnership to pay to the Plaintiff and each class member the amount of one dollar, subject to adjustment, as damages for amounts overpaid, with interest and additional indemnity starting from the date of the payment of these sums, and **ORDER** the collective recovery of these sums;
- **CONDEMN** the Defendants Bell Canada and Bell ExpressVu Limited Partnership to pay to the Plaintiff and each class member the amount of one hundred dollars in damages for trouble, and inconvenience, with interest and additional indemnity starting from the date of the institution of the present action, and **ORDER** the collective recovery of these sums;

- **CONDEMN** the Defendants Bell Canada and Bell ExpressVu Limited Partnership to pay to the Plaintiff as well as each member of the Class the amount of one thousand dollars in punitive damages, with interest and additional indemnity starting from the date of the judgment to be rendered, and **ORDER** the collective recovery of these sums;
 - **WITH COSTS**, including expert fees and publication fees for the notices to the members;
7. The class action to be brought by the representative for the benefit of the Class will be an action in compensatory and punitive damages.
 8. Any class member who has not opted out in the manner hereafter indicated will be bound by the judgment to follow in the class action.
 9. The date after which a member can no longer opt out of the class action without special permission, has been set at July 15, 2016.
 10. The class action will proceed in the judicial district of Montreal.
 11. A member who has not already filed a personal action may opt out of the class action by advising the clerk for the Superior Court of the district of Montréal by registered or certified mail before the expiry of the delay for exclusion.
 12. Any class member who has brought an action whose merits would be decided by the final judgment to follow in the class action is deemed to have opted out of the class action if he/she does not, before the expiry of the delay for opting out, discontinue such action.
 13. A class member other than the representative or an intervenor cannot be ordered to pay the costs of the class action.
 14. The Court may permit a member to intervene in the class action if it considers such intervention useful to the Class. An intervening member may be bound to undergo an examination on discovery at the request of the Defendants.
 15. A member who does not intervene in the class action can only be required to undergo an examination on discovery if the Court deems it necessary.

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