

**DETAILED NOTICE:
AUTHORIZATION TO
INSTITUTE A CLASS ACTION
500-06-000585-113**

**REPAYMENT OF FEES (LPIF) PAID TO VIDÉOTRON
(LPIF: Local Programming Improvement Fees)**

This detailed notice concerns the judgment dated April 10, 2013 by the Honourable Carole Hallée, J.S.C., concerning the authorization to institute an action for restitution and damages by way of a class action against Vidéotron S.E.N.C., on behalf of persons forming part of the group described hereinafter:

“[TRANSLATION] All natural persons and legal persons with less than fifty (50) employees, domiciled or having been domiciled in Québec, and having been billed by the Respondent since November 25, 2009 fees for the Local Programming Improvement Fund.”

The status of representative for exercising this class action has been attributed to **Charles Girard**.

ARE YOU PART OF THE GROUP?

You are a member of the group exercising the class action if your situation meets the two following conditions:

- (a) You are a **natural person** or a **business** with less than 50 employees, residing or having resided in Québec; and
- (b) You paid **LPIFs** billed by Vidéotron after November 25, 2009 (hereinafter referred to as the “Fees”).

WHAT IS THE PURPOSE OF THIS ACTION?

Subject to the wording of the authorization judgment, the representative summarizes his position as follows: he faults Vidéotron for having imposed fees (LPIF) computed in an excessive amount and/or imposed without right on *à la carte* rental services billed on monthly statements of the members of the Group. He adds that this is in contravention of the Consumer Protection Act, including pursuant to sections 12 and 227.1 but also in contravention of the Civil Code of Québec pursuant to articles 1435 and 1458.

The Superior Court shall decide whether Vidéotron committed a fault and whether the members should be compensated.

The main issues that will be dealt with in this action are summarized as follows:

- (a) *Are the fees for the Local Programming Improvement Fund a duty required pursuant to a federal statute?*
- (b) *Is the precise amount of the fees for the Local Programming Improvement Fund billed by the Respondent on *à la carte* rentals and other extras the price of which does not include such contribution provided for in a contractual clause?*
- (c) *If not, is such fee null and should it be restituted to the Applicant and to the Members?*
- (d) *Is the fee for the Local Programming Improvement Fund billed by the Respondent on *à la carte* rentals and other extras the price of which does not include such contribution stipulated in an external clause?*
- (e) *If so, was such clause expressly brought to the attention of the Applicant and the Members?*
- (f) *If the answer to the preceding question is in the negative, is such clause null and should the fee be restituted to the Applicant and the Members?*
- (g) *Can the fee for the Local Programming Improvement Fund be computed on an amount exceeding the actual price of the cable television package?*

WHAT ARE THE CONCLUSIONS SOUGHT?

Essentially, the **conclusions sought** by the Applicant, as authorized by the Court, are summarized, *inter alia*, as follows:

“[TRANSLATION] **ALLOWS** the Motion to Institute Proceedings of the Applicant;

ORDERS the Respondent to pay to each of the Members an amount equivalent to fees paid since **November 25, 2009** for the Local Programming Improvement Fund on *à la carte* rentals and other extras, with interest at the legal rate and the additional indemnity provided for in article 1619 of the Civil Code of Québec, computed as of the date of service of this Motion;

ORDERS the Respondent to pay to each of the Members an amount equivalent to fees paid since **November 25, 2009** for the Local Programming Improvement Fund computed on any amount exceeding the actual price of their cable television package, with interest at the legal rate and the additional indemnity provided for in article 1619 of the Civil Code of Québec, computed as of the date of service of this Motion;

ORDERS the Respondent to pay to each of the Members an amount equivalent to fees levied since **November 25, 2009** for the Local Programming Improvement Fund by adding the levy rate to the amounts billed, with interest at the legal rate and the additional indemnity provided for in article 1619 of the Civil Code of Québec, computed as of the date of service of this Motion;

ORDERS the Respondent to pay the lump sum amount of **\$250,000.00** by way of punitive damages;

ORDERS that, to the extent possible, the above-referenced damages be paid by way of direct individual indemnification and a class payment only be made for punitive damages in accordance with the prescriptions of articles 1037 to 1040 of the Code of Civil Procedure;

ALL OF WHICH WITH COSTS, INCLUDING COSTS FOR EXHIBITS, EXPERTS, EXPERT REPORTS AND PUBLICATION OF NOTICES.”

WHAT ARE YOUR RIGHTS?

To participate in the class action

You are not required to take any steps to become a member of this action, you are automatically included in this group.

Any member part of the group, which member shall not have excluded himself or herself no later than **5 p.m. on December 1, 2013** in the manner set out below, shall be bound by any judgment to be handed down in connection with the class action.

A member other than the Representative may not be called upon to pay costs of the class action if the action should be dismissed.

TO BE EXCLUDED FROM THE CLASS ACTION?

By excluding yourself, this entitles you to bring proceedings against VIDÉOTRON directly, rather than by way of the class action, in order to secure by your own means the repayment of the LPIF imposed after November 25, 2009 and paid in excess and/or without right within the meaning of the description of the Group. If you exclude yourself, you are not entitled to any benefit or advantage if the class action is allowed or if a settlement is reached.

The deadline to exclude oneself has been set at 5 p.m. on **December 1, 2013**.

To exclude yourself, you must notify in writing the Registrar of the Superior Court of the District of Montreal by **registered or certified mail** prior to the expiry of the exclusion time limit, at the following address:

**Civil Registry of the Superior Court
Montreal Courthouse
Exclusion Notice
Girard c. Vidéotron sencl.
No.: 500-06-000585-113
01 Notre-Dame East
Montreal, Québec H2Y 1B6**

Suggested Declaration:
“I (name and contact information) wish to exclude myself definitively from the class action 500-06-000585-113 for which, I confirm that I waive any possibility of compensation that may result therefrom.”

TO FIND OUT MORE CONCERNING THIS CLASS ACTION

For any question or information request, members may contact the attorneys of the Applicants: **BGA AVOCATS S.E.N.C.R.L.**

E-mail: info@bga-law.com Website: <http://www.bga-law.com/fapl>
Telephone: 1-866-327-0123 Fax: 1-866-616-0120