

CANADA

(CLASS ACTION)

**PROVINCE OF QUÉBEC**

*SUPERIOR COURT*

DISTRICT OF MONTRÉAL

No : 500-06-000451-084

---

**LUCIE LADOUCEUR**

*Representative / Plaintiff*

v.

**SOCIÉTÉ DE TRANSPORT DE MONTRÉAL**

*Defendant*

---

<p><b>CLASS ACTION REGARDING THE MAY 2007 STRIKE AT THE SOCIÉTÉ DE TRANSPORT DE MONTRÉAL (STM)</b></p>
--

**MAY 2007 CAM CARD HOLDERS HAVE UNTIL JUNE 16 2010  
TO OPT OUT OF THE GROUP**

---

1. TAKE NOTICE that the bringing of a class action has been authorized on the 18th. day of March, 2010 by judgment of the Honourable Jr. Justice Louis-Paul Cullen of the Superior Court, for the benefit of the natural persons forming part of the group hereinafter described, namely:  

« All the people who, from May 22, 2007 to May 25, 2007 inclusively held a CAM card valid for the month of May 2007»
2. This class action will be brought in the district of Montréal.
3. For the purposes of the class action, the status of representative has been ascribed to **Lucie Ladouceur**. Her attorneys are:

**BELLEAU LAPOINTE, L.L.P.**  
306, Place d'Youville - Bureau B-10  
Montréal (Québec) H2Y 2B6

Telephone : (514) 987-6700  
Fax : (514) 987-6886

Website: [www.recourscollectif.info](http://www.recourscollectif.info)  
Email : [membres@recourscollectif.info](mailto:membres@recourscollectif.info)

4. The principal questions of law or fact to be dealt with collectively are as follows:
  - 1- Was the STM under the obligation to provide the people who held the May 2007 CAM card with its bus and metro service at all times, despite the legal strike that occurred in May 2007 and the schedule established for that reason by the *Conseil des services essentiels* established under the *Labour Code*, R.S.Q. c. C-27?
  - 2- Was the STM under the obligation to provide its bus and metro service to the people who held the May 2007 CAM card according to the schedule determined by the *Conseil des services essentiels* with the same punctuality and the same comfort as is normally the case, despite the legal strike of May 2007?
    - a. If so, did STM correctly and fully execute this obligation on time?
  - 3- Was the STM under the obligation to inform the people who held the May 2007 CAM card of the effects of the May 2007 strike on the availability of its bus and metro service before and during the strike?
    - a. If so, did STM correctly and fully execute this obligation on time?
  - 4- Is STM subject to the provisions of the *Consumer Protection Act*, R.S.Q. c. P-40.1?
    - a. If so, did STM fail to comply with one of its obligations under this act?
  - 5- Did STM admit to its liability regarding the people who held the May 2007?
    - a. If so, in what respect?
  - 6- Are a direct challenge to the STM resolution of July 4, 2007 and a judicial declaration denying any legal effect to this resolution necessary before the granting of any additional amount as partial reimbursement of the price of CAM in May 2007?
    - a. If so, can this resolution still be declared without any legal effect?
      - i. If so, should it be?
  - 7- Subject to the foregoing, and taking into account the implementation of the reimbursement or credit programme set up by STM in 2007 for the people who held the May 2007 CAM card, was this reimbursement or credit fair and sufficient?
    - a. If not, to what amount is each May 2007 CAM card holder entitled?

8- If the STM did commit a fault during the legal strike of May 2007 in relation to the people who held the May 2007 CAM card, did these people thereby sustain lateness, disorders or inconveniences?

a. If so, are these people entitled to a monetary compensation in this regard and, if applicable, to what amount is each person entitled to?

5. The conclusions sought with relation to such questions are as follows:

1- **GRANT** the class action lawsuit of the Plaintiff and the members of the group against the Defendant;

2- **CONDEMN** the Defendant to pay to the Representative the sum of 58.39 \$ detailed as follows :

a) A sum of 8.39 \$, as reimbursement proportional to the value of her May 2007 CAM card for the period of the Interruption; and

b) A sum of 50.00 \$ as damages;

3- **CONDEMN** the Defendant to pay to the entire group, except for the Representative, a total amount of 2,273,225.30\$ as reimbursement proportional to the value of their May 2007 CAM card and **ORDER** the collective recovery of this sum;

4- **CONDEMN** the Defendant to pay to the entire group, except for the Representative, a total amount of 16,778,450.00 \$ in damages and **ORDER** the collective recovery of this sum;

5- **CONDEMN** the Defendant to pay interest for all the above-mentioned sums at the legal rate, as well as the additional indemnity provided for in the *Civil Code of Québec* from the date of the notice of the *Requête pour autorisation d'exercer un recours collectif*;

6- **ORDER** that the individual claim of each of the members be dealt with through the individual liquidation process or, if this process proves inefficient or impractical, **ORDER** the Defendant to pay a sum equal to the amounts of the orders of collective recovery, to be used to introduce measures from which the members of the group will profit, the nature of which measures shall be determined by the Court;

7- **THE WHOLE** with costs.

8. Any member of the group who has not requested his exclusion in the manner hereinafter indicated, will be bound by any judgment to be rendered on the class action.

9. The date after which a member can no longer request his exclusion without special permission, has been set at June 16, 2010.

10. A member who has not already brought a suit in his own name, may request his exclusion from the group by advising the clerk of the Superior Court of the district of Montréal by registered or certified mail, before the expiry of the delay for exclusion.

11. Any member of the group who has brought a suit which the final judgment on the class action would decide, is deemed to have requested his exclusion from the group if he does not, before the expiry of the delay for exclusion, discontinue such suit.

12. A member of the group other than the representative or an intervenant cannot be condemned to pay the costs of the class action.

13. The Court may permit a member to intervene in the class action if it considers such intervention useful to the group. An intervening member may be bound to submit to examination on discovery or a medical examination, or both, at the request of the defendant. A member who does not intervene in the class action can only be required to submit to an examination on discovery or a medical examination if the Court considers it useful.