

CANADA
PROVINCE OF QUÉBEC
DISTRICT OF MONTRÉAL
No.: 500-06-001353-255

SUPERIOR COURT
(CLASS ACTION)

HO [REDACTED]
[REDACTED]
[REDACTED]

Applicant

vs.

**INDIGO PARK CANADA INC. / INDIGO
PARC CANADA INC.** a company
incorporated pursuant to the laws of
Québec with its domicile at 1 Place Ville-
Marie, Bureau 1130, in the City of
Montréal in the Province of Québec

Respondent

**APPLICATION FOR AUTHORIZATION TO INSTITUTE A CLASS ACTION
AND TO APPOINT THE STATUS OF REPRESENTATIVE PLAINTIFF
(ARTICLE 574 C.C.P. AND FOLLOWING)**

**TO ONE OF THE HONOURABLE JUSTICES OF THE SUPERIOR COURT OF
QUÉBEC, SITTING IN AND FOR THE DISTRICT OF MONTRÉAL, THE APPLICANT
STATES THE FOLLOWING:**

I. **GENERAL PRESENTATION**

1. The Applicant addresses the Court for the purpose of obtaining authorization to institute a class action for and on behalf of the members of the Class (as hereinafter defined) against the Defendant, Indigo Park Canada Inc. / Indigo Parc Canada Inc., based on the provisions of the *Consumer Protection Act*, chapter P-40.1 (hereinafter the “**CPA**”) in relation to the Class Member’s use and purchase of Indigo Park’s Parking Services (as hereinafter defined).

II. **THE PARTIES**

2. The Applicant, Ho [REDACTED] (also known as Ho [REDACTED]), is a resident of the province of British Columbia and a “consumer” within the meaning of the *CPA*.
3. The Applicant wishes to institute a class action on behalf of the following Class of which the Applicant is a member, namely:

All consumers residing anywhere in the world, from January 10, 2022 to the date of authorization of the class action, that paid for Indigo Park’s Parking Services in Canada using Indigo Park’s Mobile Applications, Websites, and/or QR Codes, and paid an additional service fee on top of the posted hourly or daily parking rates, excluding individuals that used the “Book in advance” feature and “monthly subscriptions”.

or any other group to be determined by the Court;

(hereinafter referred to as the “**Class Member(s)**” or the “**Class**”);

4. Indigo Park Canada Inc. / Indigo Parc Canada Inc. is a body corporate incorporated under the *Québec Business Corporations Act* (hereafter “**Indigo Park**”). Indigo Park’s registered office and headquarters is located at 1 Place Ville-Marie, Bureau 1130, Montreal, Quebec, H3B 2A7 and disclosed as **Exhibit P-1** is the *État des renseignements du Registre des entreprises*.
5. Indigo Park carries on business and derives revenue as a result of its presence in the Province of Québec and of providing Parking Services (as defined further

below) throughout Canada from its headquarters in Québec. Disclosed as **Exhibit P-2** is Indigo Park’s website terms of use providing that:

...

*Indigo, through its subsidiary Indigo Parc Canada Inc., located at 1 Place Ville Marie, Suite 1130, Montreal, Quebec, H3B 2A7 (“**Indigo**”), provides you with access and allows you to use its website available at <https://ca.parkindigo.com/> or any other URL used from time to time by Indigo (the “**Website**”) and its Park Indigo application (the “**Application**”)...*

Section 1 – Definitions

...

*“**Service(s)**”: designates all the parking services and other related services offered by Indigo on the Website or by the means of the Application, by which the Client may obtain a parking spot on an one-off or monthly basis in participating Car Parks.*

6. Indigo Park is a “merchant” within the meaning of the CPA. Each member of the Class is a “consumer” within the meaning of the CPA
7. Indigo Park operates parking facilities within Canada, including Québec (hereafter the “**Parking Services**”), and solicits customers to use its Parking Services throughout Canada.
8. Indigo Park provides some or all of its Parking Services to customers from Indigo Park’s headquarters in Québec via the following electronic means:
 - a. mobile applications on the Apple and Android platforms that enable users to utilize Indigo Park’s Parking Services (the “**Mobile Application(s)**”);
 - b. Indigo Park’s websites including www.indigoneo.ca and ca.parkindigo.com (the “**Website(s)**”); and

- c. QR codes physically posted by Indigo Park at Indigo Park's parking facilities that link to Indigo Park's Website(s) (the "**QR Code(s)**").
9. Indigo Park's Websites are hosted in Québec and/or otherwise controlled from Indigo Park's headquarters in Québec. Indigo Park's Mobile Applications are operated using computer servers hosted by Indigo Park in Québec and/or otherwise controlled from Indigo Park's headquarters Québec.

III. **FACTS GIVING RISE TO THE APPLICANT'S CLAIM**

10. The Applicant, Ho [REDACTED] resides in B.C., and has used Indigo Park's Parking Services for non-business purposes at a British Columbia parking facility operated by Indigo Park. The Applicant paid for Indigo Park's Parking Services using Indigo Park's QR Codes displayed on site at the parking facility. Upon scanning the QR Code using his mobile device at the parking facility, the Plaintiff was then directed to Indigo's Website, with that particular parking facility being already pre-selected and the displayed page pre-populated.
11. For example, on September 20, 2024, the Applicant parked his vehicle at a parking facility managed by Indigo Park (V361 - Rocky Point Park) and paid for Indigo Park's Parking Services using a QR Code physically posted at that parking facility.
12. The parking rate prominently posted at the aforementioned parking facility by Indigo Park was \$1.50 per hour. During the payment process however, the following price breakdown was made available to the Applicant:
- a. Parking Rate: \$0.75 for thirty minutes
 - b. Convenience fee: \$0.40
 - c. Transaction fee: \$0.01
 - d. Total Charged: \$1.16
13. Indigo Park charged \$1.16 to the Applicant's credit card for the Parking Services, disclosed as **Exhibit P-3** is the receipt for the September 20, 2024 transaction.

14. As another example, on December 26, 2024, the Applicant parked his vehicle at a parking facility managed by Indigo Park (V034 - Canada Place) and paid for Indigo Park's Parking Services using a QR Code physically posted at that parking facility.
15. The parking rate prominently posted at the aforementioned parking facility by Indigo Park was \$4.00 per half hour. During the payment process, the following price breakdown was made available to the Plaintiff:
- a. Parking Rate: \$16.00 for two hours
 - b. Convenience fee: \$0.40
 - c. Transaction fee: \$0.16
 - d. Total Charged: \$16.56
16. Indigo Park charged \$16.56 to the Applicant's credit card for the Parking Services, disclosed as **Exhibit P-4** is the receipt for the December 26, 2024 transaction.

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

17. The Class Members' circumstances are similar or identical to the Plaintiff's circumstances, as described further below.
18. Indigo Park knowingly represented or caused to be represented the hourly and/or daily parking rates for its Parking Services at all of Indigo Park's parking facilities, in the form of prominent physical signs at the parking facilities (the **First Price(s)**).
19. During the payment process for Indigo Park's Parking Services using the Mobile Applications, Websites, and/or QR Codes, Indigo Park represents a higher price that includes an additional "convenience fee" of around \$0.40 and a "transaction fee" of around 1% of the parking rate (the **Second Price(s)**).
20. Indigo Park's "convenience fee" and "transaction fee" are not imposed by the government, but Indigo Park made them mandatory as part of each transaction.

- 21.** The First Price includes government taxes such as the GST and the QST. The First Price is not attainable due to Indigo Park's additional fees.
- 22.** During the payment process for Indigo Park's Parking Services using the Mobile Applications, Websites, and/or QR Codes, Indigo Park also breaks down the price in a manner substantially as described in paragraphs 12 and 15 above.
- 23.** Upon conclusion of the payment process, all of the Class Members are charged the Second Price, which is always higher than the First Price.
- 24.** The difference between the First Price and Second Price is the additional service fees, which are labelled as "convenience fee" and "transaction fee" by Indigo Park on its receipts. In all instances, the receipts that Indigo Park issued to the Class Members document the higher Second Price, with the additional fees.
- 25.** When a Class Member pays for parking using Indigo Park's Mobile Applications, Websites, and/or QR Codes, Indigo Park charges the Class Member the Second Price, not the First Price.
- 26.** Indigo Park charging the Plaintiff and the Class Members the Second Price, instead of the First Price, effectively caused the Plaintiff (and the Class Members) to suffer a monetary loss and/or damage equivalent to the amount of the additional fees charged upon conclusion of the payment process the Plaintiff and the Class members went through, namely the "convenience fee" and the "transaction fee" which they were all charged.
- 27.** Moreover, Indigo Park's charging of the "convenience fee" and the "transaction fee" caused the Class Members Class Members to acquire less value in the exchange than they expected to acquire. Specifically, the Class Members would have expected that they would only need to pay the First Price only.
- 28.** The payment process and the representations are identical for Class Members that used the Parking Services primarily for business purposes, and Class Members that used the Parking Services primarily for non-business purposes.

- 29.** Regardless of the Canadian province or territory where the Class Members purchased Indigo Park's Parking Services:
- a. Class Members would be subject to identical terms and conditions as those documented in Exhibit P-2; and
 - b. each Class Member would be experiencing a similar pricing practice as documented in paragraphs 18-28 above;
- 30.** All of the damages to the Class Members are a direct and proximate result of Indigo Park's pricing practices.
- 31.** The questions of fact and law raised and the recourse sought by this Application are identical with respect to each member of the Class.
- 32.** In taking the foregoing into account, all members of the Class are justified in claiming damages, including but not limited to, compensatory damages, moral damages, and/or punitive damages, and/or other consumer remedies.
- 33.** The practice of representing or advertising an incomplete First Price for its Parking Services the way it did and then charging a higher "Second Price" demonstrates carelessness, serious negligence and recklessness from Indigo Park regarding its legal obligations and the rights of the Plaintiff and of the Class Members under the *CPA*, justifying this Court to order Indigo Park to pay punitive damages.

V. **CONDITIONS REQUIRED TO INSTITUTE A CLASS ACTION**

- 34.** The composition of the Class makes the application of the rules for mandates to take part in judicial proceedings on behalf of others or for consolidation of proceedings impractical or impossible in this case for the reasons detailed below.

- 35.** The number of persons included in the Class is estimated to be in the tens of thousands, if not more.
- 36.** The names and contact information (e-mail address, and/or phone numbers) of all individuals included in the Class are not known to the Applicant but are, however, in the possession of Indigo Park.
- 37.** The precise size of the Class and identity of the individual members in the Class are within the exclusive knowledge of Indigo Park only.
- 38.** Given that Indigo Park provides its Parking Services across Canada, there are likely Class Members residing in every province/territory across Canada. There would also be Class Members throughout the world, when those persons visit Canada and pay for parking at a parking facility physically situated in Canada.
- 39.** Given the costs and risks inherent in an action before the Courts, many Class Members will hesitate to institute an individual action against Indigo Park.
- 40.** Even if the Class Members could afford such individual litigation, the court system could not as it would be overloaded.
- 41.** Further, individual litigation of the legal issues raised by the conduct of Indigo Park would increase delay and expense to all parties and to the court system.
- 42.** Moreover, a multitude of actions institutes risks leading to contradictory judgments on questions of fact and law that are similar or related to all Class Members.
- 43.** These facts demonstrate that only Indigo Park possesses all the information about the composition of the Class and it would be impractical, if not impossible, to contact each and every Class Member to obtain mandates and to join them in one action.
- 44.** In these circumstances, a class action is the only appropriate procedure for all of the Members of the Class to effectively pursue their respective rights and have access to justice.

45. The claims of the Class Members raise identical, similar, or related questions of fact or law attached as **Schedule A**.
46. The majority of the questions to be dealt with are common to every Class Member.
47. The damages sustained by the Class Members flow, in each instance, from a common nucleus of operative facts, namely Indigo Park's pricing practices.
48. All of the Class Members are "consumers" within the meaning of the *CPA* and presumed to be prejudiced by Indigo Park's act and/or conduct.
49. Each Class Members' damages from Indigo Park's act and/or conduct are identical and very similar and would not require individual recovery of claims under Articles 599-601 of the *CCP*.
50. The Class Member's damages can be determined with sufficient precision without individual inquiry, such that collective recovery of claims under Article 595-598 of the *CCP* would be appropriate.
51. The interests of justice favour that this application be granted in accordance with its conclusions.

VI. **THE APPLICANT IS IN A POSITION TO PROPERLY REPRESENT THE CLASS MEMBERS**

52. The Applicant, who is requesting to obtain the status of representative, will fairly and adequately protect and represent the interest of the members of the Class, since the Applicant:
- a. used Indigo Park's Parking Services during the class period;
 - b. experienced the pricing practice complained of and paid the "convenience fee" and the "transaction fee" to Indigo Park;
 - c. understands the nature of the action and has the capacity and interest to fairly and adequately protect and represent the interests of the Members of the Class;

- d. is available to dedicate the time necessary for the present proceedings and to collaborate with the undersigned attorneys in this regard;
- e. is ready and available to manage and direct the present action in the interest of the Class Members and is determined to lead the present file until a final resolution of the matter, the whole for the benefit of the Class Members;
- f. has given the mandate to the undersigned attorneys to obtain all relevant information to the present action and intends to keep informed of all developments;
- g. has 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;
- h. has given the mandate to the undersigned attorneys to investigate the size of the Class and to find and contact other Class Members, should it be necessary;
- i. has the competency, capability and interest to adequately represent all Class Members;
- j. has given the mandate to the undersigned attorneys to obtain assistance from the *Fonds d'aide aux actions collectives* or other forms of assistance if necessary; and
- k. does not have interests that are antagonistic to those of other members of the Class.

VII. **DAMAGES**

53. Class Members have paid the “convenience fee” and the “transaction fee” to Indigo Park.

54. Indigo Park charged the “convenience fee” and the “transaction fee” contrary to the CPA, namely articles 219 and/or 224(c).

55. Indigo Park must be held accountable for its breach of obligations imposed on it under the CPA, namely Articles 261, 262, and 272.

56. In light of the foregoing, the following remedies may be claimed against Indigo Park:

- a. Compensatory damages, in an amount to be determined by the Court, on account of the damages suffered, including the “convenience fee” and the “transaction fee”;
- b. Reduction of the Class Members’ obligations;
- c. Setting aside any obligation on the part of the Class Members to pay the “convenience fee” and the “transaction fee”;
- d. Annulling any agreement on the part of the Class Members to pay the “convenience fee” and the “transaction fee”;
- e. Punitive damages, in an amount to be determined by the Court, for Indigo Park’s breach of its obligations under the *CPA*.

VIII. **NATURE OF THE ACTION AND CONCLUSIONS SOUGHT**

57. The action that the Applicant wishes to institute on behalf of the members of the Class is an action for damages and other contractual remedies under the *CPA*, namely Article 272.

58. The conclusions that the Applicant wishes to introduce by way of an application to institute proceedings are:

GRANT the class action of the Applicant and of the Class Members;

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

CONDEMN the Defendant to pay an amount in damages, including compensatory and/or moral damages, to each member of the Class, in an amount to be determined by the Court, plus interest as well as additional indemnity, under Article 1619 of the C.C.Q., since the date of each Class Member’s purchase of their Consumer Flight Pass;

CONDEMN the Defendant to pay an amount in punitive and/or exemplary damages to each member of the Class, in an amount to be determined by the Court, with interest as well as the additional indemnity, under Article 1619 of the C.C.Q.;

CONDEMN the Defendant to bear the costs of the present action including expert, expertise, and notice fees;

ORDER that the above three condemnations be subject to collective recovery;

CONDEMN the Defendant to bear the costs of the action including the cost of notices, the cost of claims administration, and the cost of experts, if any;

RENDER any other order that this Honourable Court shall determine and that is in the interest of the Members of the Class.

IX. **JURISDICTION**

59. The Applicant suggests that this class action be exercised before the Superior Court in the District of Montréal for the following reasons:

- a. Indigo Park is a “merchant” within the definition of the CPA;
- b. Indigo Park’s headquarters is in the Province of Québec, in the District of Montréal;
- c. The contract between Indigo Park and each member of the Class has a “real and substantial connection” to the Province of Québec; and
- d. Indigo Park is subject to the laws of Québec, including the CPA.

60. 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 Originating Application in damages;

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

All consumers residing anywhere in the world, from January 10, 2022 to the date of authorization of the class action, that paid for Indigo Park’s Parking Services in Canada using Indigo Park’s Mobile Applications, Websites, and/or QR Codes, and paid an additional service fee on top of the posted hourly or daily parking rates, excluding individuals that used the “Book in advance” feature and “monthly subscriptions”.

or any other group to be determined by the Court;

(hereinafter referred to as the “**Class Member(s)**” or the “**Class**”);

IDENTIFY the principle of questions of fact and law to be treated collectively as those in Schedule A;

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

GRANT the class action of the Applicant and of the Class Members;

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

CONDEMN the Defendant to pay an amount in damages, including compensatory and/or moral damages, to each member of the Class, in an amount to be determined by the Court, plus interest as well as additional indemnity, under Article 1619 of the C.C.Q., since the date of each Class Member's purchase of their Consumer Flight Pass;

CONDEMN the Defendant to pay an amount in punitive and/or exemplary damages to each member of the Class, in an amount to be determined by the Court, with interest as well as the additional indemnity, under Article 1619 of the C.C.Q.;

CONDEMN the Defendant to bear the costs of the present action including expert, expertise, and notice fees;

ORDER that the above three condemnations be subject to collective recovery;

CONDEMN the Defendant to bear the costs of the action including the cost of notices, the cost of claims administration, and the cost of experts, if any;

RENDER any other order that this Honourable Court shall determine and that is in the interest of the Members of the Class.

DECLARE that all members of the Class that 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 thirty (30) days from the date of the publication of the notice to the Class Members;

ORDER the publication of notices, including a long-form notice and summary notice, to the members of the Class in accordance with Article 579 C.C.P.;

ORDER that said notices be published conspicuously on Indigo Park's Websites, and a push notification via Indigo Park's Mobile Applications, its social media pages (including Facebook pages and X accounts) with the title "*Class Action Notice for Indigo Park's Convenience Fees and Transaction Fees*";

ORDER Indigo Park to send said notices via e-mail or text messages to each Class Member to their last known e-mail address and/or cell phone number with a subject line "*Class Action Notice for Indigo Park's Convenience Fees and Transaction Fees*";

RENDER any other order that this Honourable Court shall determine;

THE WHOLE WITH COSTS including publications fees.

Montréal, January 10, 2025

SERVICES JURIDIQUES SP INC.

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Lawyers for the Applicant

Schedule A to the Application for Authorization – Common Questions (Art. 575(1) CCP)

1. Is the *CPA* a law of public order applicable to all merchants located within Québec?
2. Considering that Indigo Park is headquartered and domiciled in the province of Québec, does the *CPA* also govern Indigo Park's conduct and/or transactions, when transacting remotely via the internet with a consumer residing outside of Québec?
3. Is Indigo Park's conduct contrary to art. 219 of the *CPA*?
4. Is Indigo Park's conduct contrary to art. 224(c) of the *CPA*?
5. Does the absolute presumption of prejudice apply to the Class Members' claims?
6. Are the Class Members entitled to compensatory damages from Indigo Park, consisting of a monetary amount equivalent to the "convenience fee" and the "transaction fee" paid to Indigo Park;
7. Are the Class Members entitled to any or all of the following remedies:
 - a. reduction of each Class Members' obligations; and/or
 - b. set aside, or annul the Class Member's contract with Indigo Park?
8. Does Indigo Park's practice of representing or advertising an incomplete First Price for its Parking Services the way it did and then charging a higher "Second Price" demonstrates carelessness, serious negligence and recklessness regarding its legal obligations and the rights of the Plaintiff and of the Class Members under the *CPA*, justifying this Court to order Indigo Park to pay punitive damages? ?If so, how much?
9. Are the Class Members entitled to the interest and additional indemnity set out in the C.C.Q. on the above monetary amounts, from the date of their transactions for the Parking Services?

SUMMONS
(Articles 145 and following CCP)

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.

Defendants' answer

You must answer the application in writing, personally or through a lawyer, at the courthouse of Montreal situated at 1 Rue Notre-Dame Est, Montreal, Québec, H2Y 1R6, 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 case 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

Exhibit P-1: *État des renseignements du Registraire des entreprises du Québec* **Exhibit**

P-2: Indigo Park Website Terms of Use

Exhibit P-3: Applicant's Indigo Park transaction on September 20, 2024

Exhibit P-4: Applicant's Indigo Park transaction on December 26, 2024

The exhibits in support of the application are available upon 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.

Montréal, January 10, 2025

SERVICES JURIDIQUES SP INC.

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Lawyers for the Applicant

**NOTICE OF PRESENTATION
(Articles 146 and 574 CCP)**

TO: INDIGO PARK CANADA INC. / INDIGO PARC CANADA INC.
1 Place Ville-Marie, Bureau 1130, Montreal, Quebec, H3B 2A7

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.

Montréal, January 10, 2025

SERVICES JURIDIQUES SP INC.
Attorney for Applicant

N^o 500-06-001353-255

SUPERIOR COURT
(Class Action)
DISTRICT OF MONTREAL

HO

Applicant

vs.

**INDIGO PARK CANADA INC. /
INDIGO PARC CANADA INC.** a
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at 1 Place Ville-Marie, Bureau 1130,
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Province of Québec

Respondent

**APPLICATION FOR AUTHORIZATION
TO INSTITUTE A CLASS ACTION
AND TO APPOINT THE STATUS OF
REPRESENTATIVE PLAINTIFF
(ARTICLE 574 C.C.P. AND
FOLLOWING)**

ORIGINAL

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