

CANADA

PROVINCE OF QUEBEC
DISTRICT OF MONTREAL

NO.: 500-06-000005-260

SUPERIOR COURT (Class Action)

MITCHELL HERMAN, domiciled and
residing at [REDACTED]

[REDACTED]
Province of Quebec

Petitioner

-vs.-

ADT SECURITY SERVICES CANADA INC., a legal person, duly constituted according to law, having elected office at **TELUS LEGAL SERVICES**, at 630 René-Lévesque O, 22nd Floor, in the City of Montreal, H3B 1S6, District of Montreal, Province of Quebec

-and-

TELUS COMMUNICATIONS INC., a legal person, duly constituted according to law, having an office at 630 René-Lévesque O, 22nd Floor, in the City of Montreal, H3B 1S6, District of Montreal, Province of Quebec

Respondents, solidarily

APPLICATION FOR AUTHORIZATION TO INSTITUTE A CLASS ACTION AND TO OBTAIN THE STATUS OF CLASS REPRESENTATIVE (Articles 574 et seq. C.C.P.)

**TO ONE OF THE HONOURABLE JUDGES OF THE SUPERIOR COURT, SITTING IN
AND FOR THE DISTRICT OF MONTREAL, PETITIONER RESPECTFULLY SUBMITS
THE FOLLOWING:**

I. INTRODUCTION

1. At all relevant times, ADT Security Services Canada Inc. ("ADT Canada"), a home and business security company, provided alarm monitoring services to approximately 500,000 customers across Canada, a significant percentage of whom are Quebec consumers ("ADT Customers").

2. On or around November 5, 2019, TELUS Communications Inc. ("TELUS"), a communications and information technology company, acquired ADT Canada and undertook to provide the same services to ADT Customers (the "Acquisition").
3. Since the Acquisition, TELUS and ADT Canada have blatantly violated their legal obligations to ADT Customers, including by failing to provide the services they received prior to the Acquisition, as well as by charging, and even increasing the prices, for services that are not, in fact, being provided.
4. The present class action seeks remedies on behalf of ADT Customers in Quebec arising from the failure of ADT Canada and TELUS to respect their legal obligations.

II. THE PARTIES

i. The Petitioner

5. Petitioner, Mitchell Herman has been a customer of ADT Canada since 2000.
6. Prior to the Acquisition, Petitioner paid for and benefitted from the "Quality Service Plan" or "QSP", an extended limited warranty included in their service agreement with ADT Canada which covered the cost of maintenance, repair and/or replacement of his home security equipment and on-site technician visits.
7. Since the Acquisition, TELUS has repeatedly reassured ADT Customers that "ADT Canada is part of the TELUS family" and that ADT Customers "won't see any changes" and will "continue to access services and support from the ADT team as [they] always have; support teams will remain the same and your monthly rate and contract will not change," the whole as appears from screen captures of the "ADT-TELUS-family" webpage on December 22, 2025, produced herewith *en liaison* as **Exhibit AP-1**.
8. However, since taking over the contractual relationship between ADT Customers and ADT Canada, TELUS has, without notice, terminated the very services and support the Petitioner has relied upon for over twenty years to keep his home and family safe.
9. In communications addressed to Mr. Herman on May 29, 2025, a company representative admitted that on-site repairs, maintenance and replacement of ADT Customers' home security equipment cannot be honoured by TELUS. Inexplicably, however TELUS continued to charge ADT Customers for the QSP following the Acquisition.
10. Furthermore, since March 5, 2025, TELUS has illegally charged Petitioner an additional "Security Systems Maintenance Fee" of \$5 per month plus taxes (the "New Maintenance Fee") for the very maintenance that should be covered under

the QSP, and which TELUS contends it cannot or will not provide due to the age of Petitioner's home security systems.

11. The Petitioner is only one of the many thousands of ADT Customers whose system maintenance services, for which they have paid and continue to pay, have been terminated without notice.
12. Respondents cannot ignore the fact that, since the Acquisition, they have collected monthly fees for services they refuse to render, nor can they ignore their obvious failure to respect their legal obligations to ADT Customers.
13. In light of the above, the Petitioner wishes to institute a class action on behalf of the class of persons hereinafter described, namely:

"All Quebec customers of ADT Security Services Canada Inc., whose contracts for residential alarm services included coverage for the cost of maintenance, repair and/or replacement of their home security equipment (the "**Extended Limited Warranty**" or "**Quality Service Plan**" or "**QSP**"), and who remained customers after the acquisition of ADT Canada by TELUS Communications Inc. ("**TELUS**") on November 5, 2019." (the "**Class**")

14. In failing to notify ADT Customers of the termination of the QSP while continuing to charge fees for same, the Respondents concealed their unlawful conduct, such that Class Members neither knew nor could have reasonably known that their most elementary rights were being violated.
15. The purpose of the class action is twofold:
 - i. It seeks to recover all fees illegally charged to Class Members for the maintenance, repair and/or replacement of their home security equipment since the Acquisition of ADT Canada by TELUS on November 5, 2019; and
 - ii. It seeks to condemn the Respondents, solidarily, to pay exemplary and punitive damages for their practice of charging such fees illegally and surreptitiously to Class Members since the Acquisition, and more generally, for their wanton disregard of the contractual obligations owed to Class Members.

ii. The Respondents

16. ADT Canada is a private company that provided residential alarm services to customers throughout the Province of Quebec at all relevant times.
17. TELUS, a communications and information technology company, acquired ADT Canada on or around November 5, 2019, the whole as appears from the TELUS Press Release dated November 6, 2019, produced herewith as **Exhibit AP-2**.

18. ADT Canada and TELUS are merchants whose contracts with Quebec consumers are governed by the CPA, the whole as expressly admitted in both the “Residential Systems Alarm Services Agreement (Quebec)” entered into by the Petitioner (the “**ADT Service Agreement**”) and in the Residential Services Contract dated April 2020, available on the TELUS website as of December 2025 (the “**ADT by TELUS Service Agreement**”), copies of which are respectively produced herewith as **Exhibit AP-3, en liasse** and **Exhibit AP-4**.
19. Prior to the Acquisition, a consumer who entered into a contract with ADT Canada was bound by the terms and conditions drafted by ADT Canada and stipulated in the ADT Service Agreement (Exhibit AP-3, *en liasse*). As set forth therein:
 - i. The ADT Service Agreement is for an initial period of three years;
 - ii. The ADT Service Agreement automatically renews for successive thirty-day terms, unless terminated by either party’s written notice at least thirty days before the end of the then-current term;
 - iii. When a customer chooses the “Installation and Connection” option on page 1 of the ADT Service Agreement, ADT Canada remains the owner of the security equipment and the Extended Limited Warranty, known as “Quality Service Protection” or “QSP” is “included” in the annual charge paid by the consumer;
 - iv. At the end of the three-year term, the QSP automatically renews for successive thirty-day terms at the then-current rate unless terminated by either party’s written notice at least thirty days before the end of the then-current term.
20. Since the Acquisition, TELUS has continued to refer to ADT Canada in its public-facing materials, including on its website, where it informs customers that “ADT Canada is part of the TELUS family” and informs ADT Customers that they “**won’t see any changes**” and will “**continue to access services and support from the ADT team as [they] always have; support teams will remain the same and your monthly rate and contract will not change**” the whole as appears from screen captures of the “ADT-TELUS-family” webpage on December 22, 2025 (Exhibit AP-1).
21. In fact, contrary to the foregoing representations, the Respondents have knowingly failed to provide the services they committed to provide, yet continued to charge for said services surreptitiously.

III. THE PETITIONER’S PERSONAL CLAIM

- i. **Mr. Mitchell Herman**
22. Mr. Herman is a Quebec consumer who has been a customer of ADT Canada since November 2000, the whole as appears from copies of his Residential Alarm Services

Agreements dated November 29, 2000 and December 10, 2009 (Exhibit AP-3, *en liasse*).

23. Mr. Herman's Service Agreement with ADT Canada entailed an initial payment of \$3,359.69 plus taxes on November 29, 2000 for the "Installation and Connection" of his home security equipment, as well as the payment of annual fees in the amount of \$684.00 plus taxes for the following services: burglar alarm, fire alarm and QSP, the whole as appears from Exhibit AP-3, *en liasse*.
24. In 2009, Mr. Herman's annual service fees increased to \$902.56 when he upgraded his home security equipment to add new services. As appears from Mr. Herman's Residential Alarm Services Agreement dated December 10, 2009 (Exhibit AP-3, *en liasse*), the annual fees paid as of this date covered the following services: burglar alarm, fire alarm, police emergency, opening and closing logs, and QSP.
25. Since 2000, Mr. Herman's Residential Services Agreement with ADT Canada has always included the QSP. Between 2000 and 2019, Mr. Herman placed several service calls to ADT Canada requiring on-site technician visits, none of which resulted in additional charges to Mr. Herman.
26. On December 29, 2024, Mr. Herman received a warning on his home alarm system indicating that several "zones" in his home could not be secured. He contacted ADT by TELUS to report the problem and request a service call from a technician.
27. The ADT by TELUS representative tested the home security system while on the phone with Mr. Herman and informed him that several sensors in his home appeared to be malfunctioning.
28. To Mr. Herman's great surprise, the ADT by TELUS representative informed him that TELUS no longer offered services or support to repair ADT home security equipment such as his, due to the "age" of the equipment. In other words, his QSP was effectively terminated, notwithstanding that he had never been informed of this and always paid for same.
29. Absent the technical issues prompting Mr. Herman to invoke the QSP, Respondents would have continued collecting QSP fees from him, without ever notifying him that the service had been unilaterally terminated without notice.
30. Needing to secure his home before an upcoming trip, Mr. Herman contacted another alarm company, which promptly dispatched a technician who resolved the issue, thus demonstrating that the system was not too old to be serviced.
31. On or around June 4, 2025, TELUS reimbursed Mr. Herman \$373.67 for the cost incurred to service his alarm system by another company. This constitutes an implicit admission that TELUS was contractually obligated to provide the maintenance service for which Mr. Herman had, at all times, paid.

32. Upon learning that TELUS had been charging him for a “non-existent service” for years, Mr. Herman requested reimbursement of all QSP fees paid since Respondents unilaterally terminated this service.
33. In communications addressed to Mr. Herman on May 29, 2025 (the “**May 2025 Communications**”) produced herewith *en liasse* as **Exhibit AP-5**, an ADT by TELUS representative admitted that on-site repairs, maintenance and replacement of ADT Customers’ home security equipment is no longer honoured by TELUS. Inexplicably, Respondents have nevertheless charged for such services since the Acquisition:

“On December 29, 2024, I understand that you requested a service call due to malfunctioning sensors on your system. **You were informed at that time that your system was no longer serviceable due to its age**, and I sincerely apologize for the inconvenience this caused. Afterward, you engaged a private technician who resolved the issue [...].”

“While I fully understand your request for retroactive service credits, I regret to inform you **that we are unable to process refunds for service charges** as a result of the transition from ADT to TELUS. When the transition occurred, **the terms of service changed, but the billing continued under the original agreement. As the support you were receiving – specifically, on-site technician visits – was no longer available, the charges for monitoring continued as per the original terms.**”

“As your system is now considered an older model, we are unable to provide on-site service or support for any equipment issues that may arise. This policy is in line with the transition from ADT to TELUS, **where the terms of service changed, and older systems are no longer supported by TELUS technicians.**”

“To remain serviced and continue receiving support for your system, **an upgrade is necessary**. Please note that any equipment replacement or upgrade would require coverage for the cost of the new equipment. [...].”

34. To make matters worse, in January 2025, TELUS informed Mr. Herman that, effective March 5, 2025, it would begin charging him a New Maintenance Fee of \$5 plus taxes per month, to maintain his system. In short, TELUS unilaterally increased the cost of a service that it does not provide – and further claims to be unable to provide – to ADT Customers.
35. As Mr. Herman has been charged for services that TELUS admits it did not in fact provide, he is entitled to be reimbursed \$653.20, representing the fees paid for QSP since the Acquisition (\$595.70), and the New Maintenance Fee illegally charged

since March 2025 (\$57.50), all of which was charged to him in clear contravention of the CPA.

ii. **The experience of other class members**

36. It is clear that Mr. Herman's experience, and the clear violation of his consumer rights, is not an isolated incident.
37. Mr. Joseph Nunes is a Quebec consumer who has been a customer of ADT Canada since October 2001, the whole as appears from copies of Mr. Nunes' Residential Alarm Services Agreements dated October 20, 2001 and June 6, 2010, enclosed herewith as **Exhibit AP-6, en liasse**.
38. Mr. Nunes' Service Agreement with ADT Canada entailed an initial payment of \$348.00 plus taxes on October 20, 2001 for the "Installation and Connection" of his home security equipment, as well as the payment of annual fees in the amount of \$324.00 plus taxes for the following services: burglar alarm, fire alarm, police emergency and QSP, the whole as appears from Exhibit AP-6, *en liasse*.
39. In 2010, Mr. Nunes' annual service fees increased to \$406.21 when he upgraded his home security equipment to add new motion and smoke detectors. As appears from Mr. Nunes' Residential Alarm Services Agreements dated June 6, 2010 (Exhibit AP-6, *en liasse*), the annual fees paid as of this date continued to cover the following services: burglar alarm, fire alarm, police emergency and QSP.
40. Since 2001, Mr. Nunes' Residential Services Agreement with ADT Canada has always included the QSP.
41. Between 2001 and 2019, Mr. Nunes placed at least two service calls to ADT Canada requiring on-site technician visits, neither of which resulted in additional charges to him, the whole as appears from copies of the ADT Bills of Service dated May 4, 2015 and August 30, 2016, enclosed herewith respectively as **Exhibit AP-7** and **Exhibit AP-8**.
42. On or around January 28, 2025, TELUS informed Mr. Nunes that effective March 5, 2025, he would be charged a New Maintenance Fee, the whole as appears from the January 2025 Communication entitled "Update to your SmartHome Security Rate", produced herewith as **Exhibit AP-9**.
43. The New Maintenance Fee came as a surprise to Mr. Nunes, who, since 2001, has paid for the QSP which purports to cover all maintenance, repair, replacement of his home security equipment, and on-site technician visits.
44. Unbeknownst to Mr. Nunes, TELUS unilaterally and without any written notice terminated his QSP yet continued to charge the fees associated with this service since the Acquisition.

45. As a result, Mr. Nunes is entitled to be reimbursed \$653.20, representing the fees paid for QSP since the Acquisition (\$595.70), and the New Maintenance Fee illegally charged since March 2025 (\$57.50), all of which was charged to him in clear contravention of the CPA.
46. Despite the foregoing, TELUS continues to advertise the QSP to former ADT Customers on its website and continues to claim that the QSP offers an extended limited warranty covering repair or replacement of ADT equipment for a “few dollars a month”, the whole as reflected in the “ADT-warranty” webpage captured on December 22, 2025, produced herewith as **Exhibit AP-10**.
47. Moreover, the ADT by TELUS Service Agreement available on the TELUS website as of December 2025 (Exhibit AP-4) provides that, upon purchase of the QSP, ADT will repair or, at its discretion, replace any home security equipment requiring repair or replacement due to ordinary use or malfunction.
48. Recently, complaints have been made concerning the treatment of ADT Customers following the Acquisition, suggesting that customers are only beginning to uncover TELUS’ practice of surreptitiously terminating ADT Customers’ QSP.
49. Such complaints are publicly documented and known to TELUS, as evidenced in numerous complaints on the TELUS Neighbourhood forum which allege that TELUS fails to honour ADT contracts, refuses to service or replace equipment covered by the QSP, has imposed New Maintenance Fees for allegedly “unsupported” ADT equipment, and requires customers to pay significant fees to replace their security systems to obtain servicing, the whole as appears from excerpts of complaints from ADT Customers on the TELUS Neighbourhood forum, produced herewith *en liaison* as **Exhibit AP-11**.
50. In its reply to unsatisfied ADT Customers, TELUS does not deny that ADT Customers who have paid the QSP will need to replace their entire home security system at an additional charge in order to receive the services and support for which they have already paid. In other words, it does not deny its failure to honour the ADT Customers’ Service Agreement, which includes the QSP.

IV. CPA AND CCQ VIOLATIONS

51. Respondents have blatantly failed to provide the service for which Class Members paid and to which they are entitled, in violation of the most elementary obligations set forth in the CPA and the CCQ.
52. In particular, the Respondents have:

- i. Unilaterally and without any notice terminated ADT Customers' QSP, yet continued to charge for this service, in violation of articles 11.2, 12 and 16 CPA, and articles 1439, 1458 and 1554 CCQ;
- ii. Refused on-site maintenance, repair, or replacement of ADT home security equipment, despite the QSP being expressly included in the Petitioner's Service Agreements, in violation of articles 16, 40 and 42 CPA and article 1458 CCQ;
- iii. Refused on-site servicing and support on the pretext that the home security equipment is "too old" to be serviced, notwithstanding that this statement is false, as demonstrated by Mr. Herman's experience, in violation of articles 16 and 39 CPA;
- iv. Required ADT Customers to replace their entire systems, at significant cost, in order to receive the on-site support for which they have already paid, in violation of articles 12 and 222(e) CPA;
- v. Unilaterally added to ADT Customers' bill a "Security Systems Maintenance Fee", despite knowing that maintenance is already covered by the QSP and that TELUS technicians are not providing such maintenance to ADT customers, in violation of articles 12 and 219 CPA and article 1439 CCQ;
- vi. Concealed the foregoing conduct from Class Members, by falsely stating that following the Acquisition, ADT Customers' contracts, rates, services, and support continued unchanged, and that the QSP continues to be available, in violation of articles 219 and 227 CPA.

53. By acting in the aforesaid manner, Respondents deliberately infringe both the letter and the spirit of the CPA, a public order statute, as well as the CCQ provisions which serve to further protect consumers.

V. REMEDIES

- i. **Reduction of Petitioner and Class Members' obligation (articles 11.2, 12 and 272(c) CPA; articles 1458, 1491 and 1554 CCQ)**

54. Given the foregoing, it is clear Respondents have violated their principal obligation owed to ADT Customers, which is to perform the services stipulated in the Service Agreement, including the QSP. The Petitioner is entitled to claim, on behalf of all Class Members, a reduction of their obligation in an amount equivalent to the QSP fees collected since the Acquisition, as Class Members have been, and remain, completely unaware of the fact that the Respondents have ceased fulfilling their obligations, yet continue to charge for same.

55. Since March 5, 2025, Respondents have also illegally collected New Maintenance Fees from the Petitioner, notwithstanding that maintenance cost is already covered in the QSP for which he continues to pay.
56. Petitioner is accordingly entitled to claim, on behalf of all Class Members, another reduction of their obligation in an amount equivalent to the New Maintenance Fees paid since March 5, 2025.
57. Only the Respondents know the revenues collected for the QSP and the New Maintenance Fees they illegally collected. However, *sauf à parfaire*, the Petitioner estimates that the quantum of the illegal charges is in excess of \$65 million, based on the following:
 - i. The ADT-warranty webpage (Exhibit AP-10), currently advertises that the QSP costs “a few dollars a month.” In the absence of further indication of the amount charged to the Petitioner and Class Members for the QSP, at this preliminary stage, Petitioner assumes that the “few dollars” collected monthly since the Acquisition is \$7 plus taxes, *sauf à parfaire*;
 - ii. At the time of the Acquisition, ADT Canada served approximately 500,000 customers nationwide. Based on population and the high percentage of customers who have likely purchased the QSP, Petitioner posits that there is a minimum of 100,000 Class Members, the whole to be determined on the merits from information to be provided by the Respondents;
 - iii. QSP fees were illegally collected from all Class Members since the Acquisition, meaning \$7 plus taxes monthly since November 2019 per estimated 100,000 Class Members, for an estimated \$595.70 per Class Member, thus totaling \$59,570,000.00, *sauf à parfaire*;
 - iv. New Maintenance Fees were also illegally charged to all Class Members since March 2025, meaning \$5 plus taxes monthly since March 5, 2025, per estimated 100,000 Class Members, for an estimated \$57.50 per Class Member, thus totalling \$5,750,000.00, *sauf à parfaire*.
58. On behalf of Class Members, the Petitioner is accordingly entitled to claim \$65,320,000.00 to be recovered collectively, representing the total amount illegally collected from Class Members for said fees.
59. Furthermore, to the extent that Class Members have incurred costs to have their home security equipment serviced by a third party due to Respondents' refusal to honour their Service Agreement and the QSP stipulated therein, as Mr. Herman did, Class Members are entitled to a reduction of their obligation in the amount paid to the third party (the “**Third-Party Costs**”), on an individual recovery basis.

60. Additionally, to the extent that Class Members have incurred costs to replace their home security system due to Respondents making this replacement a condition for receiving the QSP for which they have already paid, Class Members are entitled to a reduction of their obligation in the total amount paid to replace their system (the “**System Replacement Costs**”), on an individual recovery basis.

ii. **Punitive Damages (article 272 *in fine* CPA)**

61. The Petitioner and Class Members are also entitled to punitive damages for Respondents’ practice of charging such fees illegally and surreptitiously to Class Members since November 5, 2019, and more generally, for their blatant disregard of the contractual obligations owed to ADT Customers.

62. Absent technical issues prompting Mr. Herman to invoke the QSP, Respondents would have continued collecting QSP fees from him, and from all other Class Members, for a non-existent service with impunity.

63. As further indication that Respondents have no intention of notifying ADT Customers that their QSP has been unilaterally terminated, Respondents continue to make false representations to ADT Customers, including that their contracts, rates, services, and support will continue unchanged, and that the QSP continues to be available to them, the whole as appears from Exhibit AP-1, Exhibit AP-4 and Exhibit AP-10.

64. The effect, and likely the purpose, of these false representations has been to conceal from Class Members that their legal rights have been violated, in hopes that they would not exercise recourses to which they are clearly entitled by law.

65. In light of the number of consumers affected, the fact that Respondents have knowingly breached the CPA and CCQ for several years and continue to do so presently, and considering the patrimonial situation of the Respondents, the Petitioner seeks an order of this Honourable Court condemning the Respondents to pay punitive damages of \$10 million, to be recovered collectively.

VI. CLASS MEMBERS’ PERSONAL CLAIMS AGAINST RESPONDENTS

66. All Class Members are in the same situation as the Petitioner: each is an ADT Customer who paid for the QSP before and since the Acquisition, has been deprived of that service due to the Respondents’ unilateral termination of the QSP, and has been charged a New Maintenance Fee for the same maintenance and support services that were said to be covered by the QSP.

67. Accordingly, each Class Member is entitled to a reduction of their obligations, and to the collective recovery of the amount unlawfully collected by Respondents.

VII. COMPOSITION OF THE CLASS

68. The composition of the Class makes it difficult or impracticable to apply the rules for mandates to take part in judicial proceedings on behalf of others or for consolidation of proceedings.
69. To the best of Petitioner's knowledge, ADT by TELUS has 500,000 customers in Canada, an estimated minimum 100,000 of whom are Class Members.
70. While Respondents have a list of the ADT Customers who are members of the Class, Petitioner does not.
71. Furthermore, given Respondents' failure to notify all ADT Customers that their QSP had been terminated and their false reassurances that ADT Customers' contracts, services, and support remained unchanged after the Acquisition, the Petitioner has good reason to believe that the vast majority of Class Members are unaware they are paying for a service TELUS cannot and/or will not provide, and thus **have no way of knowing that their rights have been violated** and that they have a recourse against Respondents; it was by chance that Mr. Herman discovered what was taking place.
72. It would accordingly be impossible, and certainly difficult or impracticable, for the Petitioner to locate and contact all Class Members to obtain a mandate to institute proceedings for their benefit.
73. A class action is the appropriate procedural vehicle to allow thousands of Quebec consumers to seek justice, recover the Respondents' ill-gotten gains arising from blatant violations of the CPA and the CCQ, and deter such unlawful conduct.

VIII. ISSUES OF LAW AND FACT TO BE DEALT WITH COLLECTIVELY

74. The Petitioner has identified the following principal identical, similar or related questions of fact or law to be determined by a single judge within a single judicial proceeding, in order to avoid a multitude of proceedings and the risk of contradictory judgments:
 - 74.1 Did Respondents engage their contractual liability by charging for a service, namely the QSP, they have unilaterally terminated?
 - 74.2 Did Respondents engage their contractual liability by unilaterally charging New Maintenance Fees to Class Members, notwithstanding that all Class Members' maintenance costs were to be covered under the QSP?
 - 74.3 Is the Petitioner entitled to recover the QSP fees paid by Class Members to Respondents?

- 74.4 What is the quantum of QSP fees collected from Class Members in the aggregate since the Acquisition, and is the Petitioner entitled to recover said fees from the Respondents, collectively?
- 74.5 Is the Petitioner entitled to recover the New Maintenance Fees paid by Class Members to Respondents?
- 74.6 What is the quantum of New Maintenance Fees collected from Class Members in the aggregate, and is the Petitioner entitled to recover the said fees from the Respondents, collectively?
- 74.7 Are Respondents liable to reimburse Class Members for the costs paid to third parties to service their home security equipment following the Acquisition and the termination of the QSP?
- 74.8 Are Respondents liable to reimburse Class Members for the System Replacement Costs?
- 74.9 Are Respondents liable for the payment of exemplary and punitive damages. If so, what amount of punitive damages should Respondents be condemned to pay, collectively?

IX. THE QUESTIONS OF LAW OR OF FACT THAT ARE PARTICULAR TO EACH CLASS MEMBER

75. Three questions of law or fact are particular to each Class Member:
 - 75.1 How much did each Class Member pay in QSP fees and Maintenance Fees since the Acquisition?
 - 75.2 What, if any, is the amount that each Class Member paid to a third party to service their home security equipment following the Acquisition and the termination of the QSP?
 - 75.3 What, if any, is the amount that each Class Member paid to Respondents for the replacement of their home security equipment at TELUS' request since the Acquisition?

X. PETITIONER'S STATUS AS CLASS REPRESENTATIVE

76. Petitioner has been an ADT Customer for over twenty years and believes that Respondents have, since the Acquisition, systematically violated the public order provisions of the CPA, in addition to the CCQ.

77. Based on his own experience, Mr. Herman believes that the rights of all Quebec ADT Customers comprised in the Class have been infringed with impunity. He can adequately represent the interests of Class Members and undertakes to do so.
78. Mr. Herman is well-informed of and understand the facts giving rise to the present class action.
79. Specifically, on or around March 26, 2025, Mr. Herman wrote to Mr. Darren Entwistle, CEO of TELUS Home Security to inform him that ADT by TELUS had refused to dispatch a technician to maintain and/or repair his malfunctioning home alarm system, despite having paid for the QSP.
80. Mr. Herman explained why he considered that the Respondents were “fraudulently overcharging him” for non-existent QSP services and requested a “refund of the overcharge for non-existent service”, the whole as appears from a copy of Mr. Herman’s March 26, 2025 Letter, enclosed herewith as **Exhibit AP-12**.
81. Mr. Herman further advised that he “reserved the right to investigate the possibility of a class action for all past ADT clients who have similarly been overcharged”, as appears from Exhibit AP-12.
82. When Respondents failed to reimburse the QSP fees paid by Mr. Herman since the Acquisition or to change its practices, Mr. Herman communicated with the undersigned attorneys for the purpose of advancing the present class action.
83. Petitioner has retained competent counsel with experience in class actions and has fully cooperated with the undersigned attorneys in the drafting of the current proceeding, including by providing copies of his ADT Canada Service Agreements, and by answering diligently and intelligently his attorneys’ questions. There is every reason to believe that Mr. Herman will continue to do so as the class action is advanced.
84. Mr. Herman does not have a conflict of interest, is in good faith and is genuinely interested in protecting and advancing the rights of all Quebec ADT Customers comprising the Class.
85. He is willing to devote the time necessary to act as Class Representative and to fairly and adequately represent Class Members and advance their best interests. He will take measures with the undersigned attorneys to keep all Class Members informed of the present Class Action.

XI. JUDICIAL DISTRICT IN WHICH THE CLASS ACTION SHOULD BE BROUGHT

86. Petitioner suggests that the present class action be brought before the Superior Court for the district of Montreal.

87. He is domiciled in the District of Montreal.
88. Petitioner's undersigned attorneys also practice in the District of Montreal.
89. Petitioner has good reason to believe that thousands of members of the Class are also domiciled in the District of Montreal.
90. The present Motion is well founded in fact and in law.

XII. CONCLUSIONS SOUGHT

91. The conclusions sought by the Petitioner against the Respondents are as follows:

- 91.1 **GRANT** the Class Action against the Respondents;
- 91.2 **CONDEMN** the Respondents to pay to the Petitioner, for the benefit of the Class, the total amount of QSP fees that it unlawfully collected from Class Members since the Acquisition, said amount currently estimated to be \$59,570,000.00, the whole with interest and the additional indemnity provided by law as of service of the present application;
- 91.3 **CONDEMN** the Respondents to pay to the Petitioner, for the benefit of the Class, the total amount of Security Systems Maintenance Fees that it unlawfully collected from Class Members since March 5, 2025, said amount currently estimated to be \$5,750,000.00, the whole with interest and the additional indemnity provided by law as of service of the present application;
- 91.4 **CONDEMN** the Respondents to pay punitive damages of \$10 million, the whole with interest and the additional indemnity provided by law;
- 91.5 **ORDER** the collective recovery of the total amount comprising of the QSP fees, Security Systems Maintenance Fees and punitive damages recovered herein;
- 91.6 **ORDER** that the claims of Class Members for QSP fees, Security Systems Maintenance Fees, and punitive damages be the object of individual liquidation in accordance with Articles 596 to 598 C.C.P. or, if impractical or inefficient, order the Respondents to perform any remedial measures that this Honourable Court deems to be in the interests of the members of the Class;
- 91.7 **CONDEMN** the Respondents to pay to Class Members any and all costs paid by them to third parties for the purpose of servicing their home security equipment since the Acquisition (the "Third-Party Costs"), the whole with interest and the additional indemnity provided by law as of service of the present application;

91.8 **ORDER** the individual recovery of the Third-Party Costs;

91.9 **CONDEMN** the Respondents to pay to Class Members any and all costs paid for the replacement of their home security equipment at TELUS' request since the Acquisition (the "System Replacement Costs"), the whole with interest and the additional indemnity provided by law as of service of the present application;

91.10 **ORDER** the individual recovery of the System Replacement Costs;

91.11 **CONDEMN** the Respondents to any further relief as may be just and proper;

91.12 **THE WHOLE** with legal costs, including the costs of all exhibits, reports, expertise and publication of notices.

WHEREFORE THE PETITIONER PRAYS THAT BY JUDGMENT TO BE RENDERED HEREIN, MAY IT PLEASE THIS HONOURABLE COURT TO:

GRANT the present Application;

AUTHORIZE the institution of the class action;

GRANT the status of representative to Mr. Mitchell Herman for the purpose of instituting the said Class action for the benefit of the following group of persons, namely:

"All Quebec customers of ADT Security Services Canada Inc., whose contracts for residential alarm services included coverage for the cost of maintenance, repair and/or replacement of their home security equipment (the "**Extended Limited Warranty**" or "**Quality Service Plan**" or "**QSP**"), and who remained customers after the acquisition of ADT Canada by TELUS Communications Inc. ("**TELUS**") on November 5, 2019." (the "**Class**").

IDENTIFY the principal questions of law and of fact to be dealt with collectively as follows:

1. Did Respondents engage their contractual liability by charging for a service, namely the QSP, they have unilaterally terminated?
2. Did Respondents engage their contractual liability by unilaterally charging New Maintenance Fees to Class Members, notwithstanding that all Class Members' maintenance costs were to be covered under the QSP?
3. Is the Petitioner entitled to recover the QSP fees paid by Class Members to Respondents?

4. What is the quantum of QSP fees collected from Class Members in the aggregate since the Acquisition, and is the Petitioner entitled to recover said fees from the Respondents, collectively?
5. Is the Petitioner entitled to recover the New Maintenance Fees paid by Class Members to Respondents?
6. What is the quantum of New Maintenance Fees collected from Class Members in the aggregate, and is the Petitioner entitled to recover the said fees from the Respondents, collectively?
7. Are Respondents liable to reimburse Class Members for the costs paid to third parties to service their home security equipment following the Acquisition and the termination of the QSP?
8. Are Respondents liable to reimburse Class Members for the System Replacement Costs?
9. Are Respondents liable for the payment of exemplary and punitive damages. If so, what amount of punitive damages should Respondents be condemned to pay, collectively?

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

GRANT the Class Action against the Respondents;

CONDEMN the Respondents to pay to the Petitioner, for the benefit of the Class, the total amount of QSP fees that it unlawfully collected from Class Members since the Acquisition, said amount currently estimated to be \$59,570,000.00, the whole with interest and the additional indemnity provided by law as of service of the present application;

CONDEMN the Respondents to pay to the Petitioner, for the benefit of the Class, the total amount of Security Systems Maintenance Fees that it unlawfully collected from Class Members since March 5, 2025, said amount currently estimated to be \$5,750,000.00, the whole with interest and the additional indemnity provided by law as of service of the present application;

CONDEMN the Respondents to pay punitive damages of \$10 million, the whole with interest and the additional indemnity provided by law;

ORDER the collective recovery of the total amount comprising of the QSP fees, Security Systems Maintenance Fees and punitive damages recovered herein;

ORDER that the claims of Class Members for QSP fees, Security Systems Maintenance Fees, and punitive damages be the object of individual liquidation in accordance with Articles 596 to 598 C.C.P. or, if impractical or inefficient, order the Respondents to perform any remedial measures that this Honourable Court deems to be in the interests of the members of the Class;

CONDEMN the Respondents to pay to Class Members any and all costs paid by them to third parties for the purpose of servicing their home security equipment since the Acquisition (the “Third-Party Costs”), the whole with interest and the additional indemnity provided by law as of service of the present application;

ORDER the individual recovery of the Third-Party Costs;

CONDEMN the Respondents to pay to Class Members any and all costs paid for the replacement of their home security equipment at TELUS’ request since the Acquisition (the “System Replacement Costs”), the whole with interest and the additional indemnity provided by law as of service of the present application;

ORDER the individual recovery of the System Replacement Costs;

CONDEMN the Respondents to any further relief as may be just and proper;

THE WHOLE with legal costs, including the costs of all exhibits, reports, expertise and publication of notices.

DECLARE that any member of the Class who has not requested their exclusion from the Class be bound by any judgment to be rendered on the Class action, in accordance with law;

FIX the delay for exclusion from the Class at thirty days from the date of notice to the members, and at the expiry of such delay, the Class Members who have not requested exclusion be bound by any such judgment;

ORDER the publication of a notice to the members of the Class drafted according to the terms of form VI of the Rules of Practice of the Superior Court of Quebec and to be published:

1. In the following newspapers : La Presse, Le Journal de Montréal, The Gazette, Le Devoir and Le Soleil;
2. On the respective websites of the Respondents and of the attorneys for Petitioner with a hyperlink entitled “Avis aux membres d’une action collective” or “Notice to all Class Action Members” on the French and English pages, and prominently displayed on Respondents’ website. The Notices shall be

maintained thereon until the Court orders publication of another notice to members by final judgment in this instance or otherwise; and

3. On the Facebook and X pages of the Respondents.

ORDER the Respondents to send a copy of the notice to all ADT Customers by email or mail at their last known coordinates;

ORDER the Respondents to provide to Class counsel, in electronic form, a list containing the names and last known coordinates of all Class Members, as well as the QSP Fees, the Security Service Maintenance Fees and the System Replacement Costs that each Class Member has paid since November 5, 2019;

REFER the record to the Chief Justice so that he may fix the district in which the Class action is to be brought and the Judge before whom it will be heard;

ORDER the Clerk of this Court, in the event that the Class action is to be brought in another district, upon receiving the decision of the Chief Justice, to transmit the present record to the Clerk of the district so designated;

THE WHOLE with legal costs, including the costs of all publications of notices.

MONTREAL, January 28, 2026

Kugler Kandestin LLP

KUGLER KANDESTIN LLP

Attorneys for Petitioner

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Me Gabriel Ohayon
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**EXHIBITS IN SUPPORT OF
THE APPLICATION FOR AUTHORIZATION TO INSTITUTE A CLASS ACTION
AND TO OBTAIN THE STATUS OF CLASS REPRESENTATIVE**

Exhibit AP-1: Screen captures of the “ADT-TELUS-family” webpage on December 22, 2025;
en liasse

Exhibit AP-2: TELUS Press Release dated November 6, 2019;

Exhibit AP-3: ADT Residential Systems Alarm Services Agreement for Québec (the “**ADT Service Agreement**”);
en liasse

Exhibit AP-4: Residential Services Contract dated April 2020 (the “**ADT by TELUS Service Agreement**”);

Exhibit AP-5: Communications addressed to Mr. Herman on May 29, 2025;
en liasse

Exhibit AP-6: Mr. Nunes’ ADT Residential Alarm Services Agreements dated October 20, 2001 and June 6, 2010;
en liasse

Exhibit AP-7: ADT Bill of Service dated May 4, 2015;

Exhibit AP-8: ADT Bill of Service dated August 30, 2016;

Exhibit AP-9: Communication entitled “Update to your SmartHome Security Rate” and dated January 2025;

Exhibit AP-10: Screen captures of the “ADT-warranty” webpage on December 22, 2025;

Exhibit AP-11: Complaints from ADT Customers on the TELUS Neighborhood forum;
en liasse

Exhibit AP-12: Mr. Herman’s letter to TELUS CEO Mr. Darren Entwistle dated March 26, 2025.

MONTREAL, January 28, 2026

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NOTICE OF PRESENTATION

TO: ADT SECURITY SERVICES CANADA INC.

630 René-Levesque O
22nd Floor
Montreal, Quebec
H3B 1S6

AND: TELUS COMMUNICATIONS INC.

630 René-Levesque O
22nd Floor
Montreal, Quebec
H3B 1S6

TAKE NOTICE that the present *Application for Authorization to Institute a Class Action and to Obtain the Status of Class Representative* shall be presented before the Superior Court of Québec, at the Montréal Courthouse, located at 1 Notre-Dame East, Montréal, Québec, H2Y 1B6, at a date to be determined by the coordinating judge of the Class Action Division.

DO GOVERN YOURSELVES ACCORDINGLY.

MONTREAL, January 28, 2026

Kugler Kandestin LLP

KUGLER KANDESTIN LLP

Attorneys for Petitioner

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ATTESTATION OF ENTRY IN THE NATIONAL CLASS ACTION REGISTER

(Art. 55 of the *Regulation of the Superior Court of Québec in civil matters*)

The Petitioner, through its undersigned attorneys, attests that the *Application for Authorization to Institute a Class Action and to Obtain the Status of Class Representative* will be entered in the National Class Action Registry.

MONTRÉAL, January 28, 2026

Kugler Kandestin LLP
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Attorneys for Petitioner

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Me Gabriel Ohayon
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