C A N A D A

PROVINCE OF QUEBEC
DISTRICT OF MONTREAL

Nº : 500-06-000004-263

(Class Actions Division)

SUPERIOR COURT

R[redacted] J[redacted], residing and domiciled at [redacted];

(…)

Plaintiff

vs.

HYDRO-QUÉBEC.

Defendant

AMENDED APPLICATION FOR AUTHORIZATION TO INSTITUTE A CLASS ACTION
(Art. 574 C.C.P. and following)

TO (...) THE HONOURABLE JUDGE (...) ELENI YIANNAKIS OF THE SUPERIOR COURT OF QUEBEC, SITTING IN AND FOR THE DISTRICT OF MONTREAL, THE PLAINTIFF STATES THE FOLLOWING:

1. Plaintiff wishes to institute a class action on behalf of the following group, of which Plaintiff is a member, namely:

Sub-Group A:

All physical or legal persons who had an existing Hydro-Quebec account / contract for electricity services (including without limitation for their heating system) and who had their electricity services interrupted during the Outage that began at approximately 10:30 AM on January 24, 2026;

Sub-Group B:

All physical or legal persons who suffered damages as result of the Hydro-Quebec service interruption / Outage that began at approximately 10:30 AM on January 24, 2026;

or any other Group(s) or Sub-Group(s) to be determined by the Court;

(hereinafter Class Members are collectively referred to as "**Class Member(s)**", "**Group Member(s)**", the "**Group**", the "**Class**", "**Customer(s)**" or "**Client(s)**").

Defendants

2. Defendant was constituted pursuant to the *Hydro-Québec Act*, Chapter H-5 and is the sole provider in Quebec of electricity to all buildings (including heating when the heating systems in the buildings depend on a certain connection to electrical power as well).

The Situation

3. On or about 10:30 AM on January 24, 2026 Plaintiff and the Class Members located in the Côte-des-Neiges–Notre-Dame-de-Grâce borough (including without limitation the Cities of Côte Saint-Luc, Montreal, and Montreal-West) experienced a complete power outage caused by the faults and negligence of Defendant (the "**Outage**").

4. The Outage emanated from massive (and preventable) Hydro-Quebec equipment failure and explosion (including without limitation the failure of a "transformer") at Defendant's so-called Hampstead substation located in Côte-Saint-Luc, which left more than 20,000 residents without power starting the morning of January 24, 2026 and lasting multiple days (and which was not yet fully reestablished as at the date of (…) the Original Application for Authorization on Wednesday, January 28, 2026).

5. Indeed, as of the date of (...) the Original Application on January 28, 2026, the Outage (...) was still ongoing.

6. Moreover, even when certain Class Members' houses were reestablished with electricity, Defendant intentionally initiated other minor power failures, on and off for many hours or days. These outages sometimes lasted minutes and other times lasted hours, causing additional confusion, fear, stress, and anxiety to the Class Members. Defendant also

intentionally neglected and failed to notify the Class Members of these other outages, the length of time of these other outages, when the power would be reestablished, etc. (hereinafter the "**Aftershock Outages**")

7. Plaintiff files as **Exhibit AP-1** and relies upon the January 27, 2026 CBC article entitled "**An aging substation caused Montreal's latest blackout. Its replacement is still years away -** Equipment failure occurred at Hydro-Québec facility set to be replaced by 2029"[1], which article confirms the following:

> "The equipment failure that left thousands of Montrealers without power during this weekend's bitter cold originated at a substation that Hydro-Québec has been aiming to replace since at least 2018."
>
> "Project documents show the utility has long identified the Hampstead substation as a weak link in the local grid."
>
> "Pascal Poinlane, a Hydro-Québec spokesperson, said the outage was caused by the failure of a breaker at the substation — an issue that is "not as easy to fix as a problem caused by a snowstorm." "When it happens in a substation with equipment like that, it takes more time," he told CBC."
>
> (…)
>
> "François Bouffard, an associate professor of engineering at McGill University who closely follows the public utility, said (…)
> Without knowing the details of the malfunction, Bouffard said aging pieces of equipment are "bound to fail eventually" after being in use for more than half a century."
>
> "At the outage's peak, more than 20,000 customers were without electricity on Saturday in Montreal, Montreal West and Côte Saint-Luc. More than 50 people used a warming centre in Côte-des-Neiges, some of them staying overnight.
> Most residents had finally gotten their power back by late Monday."
>
> "**In service since 1955**
>
> While Hydro-Québec has a plan to completely rebuild the aging station, the project has faced delays and is not scheduled for completion until 2029. Further upgrades

[1] https://www.cbc.ca/news/canada/montreal/cote-st-luc-montreal-hydro-outage-9.7061706

to the power lines servicing Côte Saint-Luc won't be finished until 2031.

The plan calls for converting the facility from 120 kilovolts to 315 kilovolts to meet growing demand. The substation will also be renamed the Côte Saint-Luc substation to reflect its actual location, which is Côte Saint-Luc — not Hampstead."

"A 2019 public notice stated that the rebuild was necessary to replace "aging equipment" and ensure the reliability of the power grid."

"Breaker failure at Hydro-Québec facility

The substation has been in service since 1955. At the time, Hydro-Québec documents describe the site as being almost in the "middle of a field." While the area was bordered to the southeast by a Canadian Pacific railway line, the surroundings were largely agricultural.

In the decades that followed, the area's rural character gave way to dense, suburban development."

(…)

"Project delayed by pandemic
Hydro-Québec began public consultations for the project in 2018, but the timeline was delayed by the COVID-19 pandemic, according to the utility."

"Poinlane acknowledged that Hydro-Québec must improve its communications. He conceded that the utility's outage-tracking site, Info-pannes, provided incorrect restoration timelines for some customers.

"We apologize for that," he said. "We know that some people were waiting for their power to be restored and it did not happen as indicated.""

8. Plaintiff files and relies on as **Exhibit AP-2 *en liasse*** various other news articles reporting on the Outage.

8.1. Hydro-Québec subsequently confirmed and admitted, *inter alia* through its public communications, that the Outage was caused by equipment failure at the Hampstead/Côte Saint-Luc substation, including the failure of a transformer, and that 10 interim generators were deployed to restore power in the meantime. It thereby acknowledged the defective state of the critical equipment.

8.2. All four power transformers at the Hampstead/Côte Saint-Luc substation, including the unit that ultimately failed and exploded, were being operated by Defendant at approximately 120% to 130% of their maximum normal capacity. Such sustained overloading materially increased the risk of equipment failure and demonstrates that Hydro-Québec was recklessly operating critical infrastructure and equipment under conditions that exceeded their intended safety limits.

8.3. The Outage therefore did not occur in isolation. Rather, it occurred in the context of an electrical system that Hydro-Québec itself knew and confirmed was too old, inadequate and operating under significant capacity constraints. As detailed hereinbelow, Hydro-Québec had already identified the need for substantial replacement and upgrade of the infrastructure serving the affected area **years before the Outage**.

8.4. The consequences of the Outage were immediate and severe. For example, the Exhibit AP-2 CBC news article entitled *"Emergency shelter opens for people in Côte Saint-Luc, NDG for second night as power outage drags on"* confirms that emergency shelters had to be established by the Canadian Red Cross due to the prolonged interruption of electrical service.

8.5 Furthermore, Hydro-Québec's communication during the Outage was widely criticized by residents and public officials. Affected users were not properly informed of the scope of the Outage or the anticipated timeline for restoration of service. The uncertainty surrounding restoration efforts contributed significantly to the stress, inconvenience and disruption experienced by Class Members. Multiple planned service interruptions were also scheduled following the initial Outage, further depriving residents of the normal use and enjoyment of their property, as reported in the January 29, 2026 *Gazette* article included in Exhibit AP-2 as well.

8.6 Given the nature of the failure, Defendant knew from the outset of the Outage that it was caused by an equipment failure at its Hampstead/Côte Saint-Luc substation and knew that such a failure could not be repaired and power would not be restored to the Class Members, within hours, as its own spokesperson acknowledged in the January 27, 2026 *CBC* article included in Exhibit AP-1.

8.7 On January 24, 2026, Defendant nonetheless published on its website and mobile application estimated times for the reestablishment of power that same evening, and later that day kept changing them, although it had no reasonable basis to believe any of them were accurate (Exhibits AP-1 and AP-3), while giving inconsistent and increasingly vague explanations of the cause, describing it at times as an "equipment malfunction" and at other times as an "equipment failure".

9. The sectors / Class Members connected to and covered by the so-called Hampstead substation located in Côte-Saint-Luc have experienced many power outages in recent years, whereas Defendant intentionally failed and neglected to maintain and upkeep that substation and power grid.

10. In the spring of 2023, another major power outage affected the same sector, including without limitation many (…) Class Members in Cote-Saint-Luc, and lasting for many days (for some lasting over a week).

11. There have since been multiple other power outages in the City of Cote-Saint-Luc and surrounding areas, which affected the (…) Class Members, culminating with the most recent massive Outage that began the morning of January 24, 2026, on which day the temperature was colder than negative 12 degrees Celsius.

11.1. The repeated outages affecting the same geographical sector were clear warning signs to Defendant that the electrical infrastructure serving the area was vulnerable and required corrective intervention. Despite these repeated incidents, Hydro-Québec continued operating the same aging infrastructure and failed to complete the upgrades in a reasonable and timely manner, although it had already identified these important equipment replacements and upgrade as **necessary since at least 2018**.

11.2. As confirmed in the February 5, 2026 Montreal Gazette article entitled “Hydro-Québec to accelerate work on Côte-St-Luc substation”, communicated herewith as **Exhibit AP-4**, almost immediately following this major and preventable Outage of late January 2026, the Defendant confirmed that it would immediately speed up the process of converting the transmission system and the replacement of the required substation equipment. This confirms that the Defendant was not previously prevented from proceeding with the required work years before (if in the days / weeks / months immediately before) the Outage had occurred.

12. Many Class Members, including the Plaintiff and his family, had to move out of their home during this Outage, since the heating system was obviously cut off from the power grid as well, and the homes in question became too cold to inhabit.

13. Some Class Members (including Plaintiff as confirmed in the next section below) suffered various damages to their property and/or building as a direct result of the Outage, including without limitation frozen water pipes which burst and caused other property damages, damages to electrical equipment including alarm systems, HVAC systems, Jacuzzis, etc., injury or death to pets, etc.

13.1. Class Members were indeed forced to deal with widespread property damage and 2 Class Members indeed died as a result of the Outage, as described in the January 30, 2026 CBC article entitled “Damage, disruption and 2 deaths under investigation following Montreal power outage”, communicated herewith as **Exhibit AP-5.1**.

13.2. The January 27, 2026 CTV news article entitled "Woman, 87, dead after waiting out power

failure during Montreal Cold Snap", communicated herewith as **Exhibit AP-5.2**, also confirms that 2 persons died from exposure to the cold, since they had stayed in their homes waiting for the power to be turned back on that same day, as had been promised by the Defendant (and which promise was not respected by the Defendant).

14. Some Class Members (including Plaintiff as confirmed in the next section below) incurred costs (aside from other inconvenience, loss of time, and moral damages) related to having to move out of their homes, including without limitation food costs, rental costs, parking costs, parking tickets, hotel costs, transportation costs, gas costs, communication costs, babysitting costs, loss of use of ski passes and ski lessons missed while dealing with Outage, etc. Many residents (such as the Plaintiff) were forced to leave their homes because they no longer had access to heating, electricity or other essential services.

14.1. The outage further caused considerable stress, uncertainty and disruption for affected residents, many of whom did not know when electrical services would be restored and were forced to make alternative arrangements for housing, transportation, employment, communication and family obligations.

14.2. The consequences of the Outage extended well beyond individual households and affected the community as a whole. Numerous schools and educational institutions serving the affected area were forced to suspend operations or close due to the ongoing power interruption, including without limitation École Vanguard School in Saint-Laurent, Wagar Adult Education Centre in Côte Saint-Luc, Philip E. Layton Schools in NDG, The Mackay Centre in NDG, and Lower Canada College in NDG. These closures disrupted the daily lives of students, parents, teachers and staff and further demonstrate the widespread impact of the Outage.

14.3. The severity of the situation also required the intervention of municipal authorities. In order to facilitate Hydro-Québec's repair work to stabilize the electrical grid, CDN–NDG authorities implemented temporary parking restrictions and parking bans on Westmore, Patricia, Trenholme and Connaught avenues. As a result, numerous residents were required to move their vehicles, alter transportation arrangements and comply with emergency measures imposed as a direct consequence of the Outage. In addition, certain affected municipalities set up makeshift warming centers in order to receive and help affected Class Members.

14.4. Public officials likewise acknowledged both the magnitude of the disruption and the longstanding infrastructure concerns underlying the Outage. In the CTV news article entitled “CDN-NDG asks for residents’ cooperation as Hydro-Québec works to restore power after 72-hour outage”, communicated herewith as **Exhibit AP-6**, Deputy of NDG Désirée McGraw stated that “this facility has long been known to be outdated and

inadequate" and further indicated that she "cannot accept that its modernization is only scheduled to be completed [in] 2029". These statements constitute further evidence that problems affecting the Hampstead/Côte Saint-Luc sector were known by Defendant well before the Outage and that the resulting disruption was neither isolated nor unforeseeable.

14.5. The necessity of opening warming centres, mobilizing emergency resources, implementing parking restrictions, closing schools, and repeatedly requesting residents' patience and cooperation demonstrates the magnitude of the service interruption and its effect on the daily lives of Class Members. Many residents were forced to modify their routines, transportation arrangements, work schedules, educational activities and personal commitments while waiting for electrical service to be restored.

15. At least (…) two people died during and as a result of the Outage (lack of heating) and others were hospitalized or otherwise required medical attention, as mentioned above and as appears from Exhibit AP-5.1 and AP-5.2. Indeed, these media reports indicate that the deceased remained in their residence while awaiting restoration of electrical service (and therefore heating), which restoration Defendant had promised would occur that same day. We respectfully submit that the circumstances surrounding the deaths further demonstrate the serious health and safety risks created by the prolonged Outage, which Outage was avoidable. These Class Members and/or the estates have a claim against Defendant bodily injury and/or death, as applicable.

16. Finally, the affected Cities, including without limitation the City of Cote Saint-Luc and other cities in the Côte-des-Neiges–Notre-Dame-de-Grâce borough, suffered damages and other costs directly resulting from the Outage, including added security costs, overtime salaries, other expenditures, etc. They maintain such claims against the Defendant herein as well.

16.1. Moreover, insurance companies (and/or other insurers) who indemnified their insured clients (Class Members) as a result of the Outage, are also included in the Class herein and therefore also have and maintain claims against the Defendant herein for damages suffered as a result of the Outage.

17. Indeed, Defendant has intentionally chosen and permitted this very old and failing equipment to remain in operation for many years, ignoring the clear signs of failure (including previous outages) and therefore intentionally permitting and facilitating the Outage and damages suffered as a result.

17.1. In the days following the Outage and the filing of the Original Application (on January 28, 2026), Hydro-Québec publicly announced that it would intensify preparatory work and

launch construction of the new Côte Saint-Luc substation starting in June 2026. It also announced the acceleration of the local distribution system upgrade in Côte Saint-Luc / NDG / Hampstead / Montréal-Ouest, a copy of the bilingual press release dated February 5, 2026, communicated herewith as **Exhibit AP-7**.

17.2. According to the said press release (Exhibit AP-7), Hydro-Québec confirms that it has been working on this project **since 2018**. This is an **admission** that Hydro-Québec had identified the need for substantial modernization / equipment replacements many years before the Outage occurred and still failed to prevent it. This is also an **admission** to the effect that Hydro-Québec was fully capable and able to move much quicker toward replacing the aged and failing equipment.

17.3. Furthermore, Plaintiff files and relies upon, as though recited at length herein, the following:

a) the Hydro-Québec project page, entitled "Upgrading the power transmission system between Aqueduc and Saraguay substations", which was posted on Defendant's website at the following URL : https://www.hydroquebec.com/power-generation-grid/construction/projects/aqueduc-saraguay/, as **Exhibit AP-8;**

b) the Bureau d'audiences publiques sur l'environnement, Rapport 390 ("**BAPE Report**") regarding the modernization project between Saraguay and Rockfield, dated from May 5, 2025 to July 4, 2025 entitled "*Projet de modernisation du réseau électrique entre les postes Saraguay et Rockfield*", located at the following URL : https://www.bape.gouv.qc.ca/fr/dossiers/modernisation_reseauelectrique_postes_saraguay-rockfield/ (which leads to the actual *BAPE* Report located at the following URL: https://voute.bape.gouv.qc.ca/dl?id=00000728904), as **Exhibit AP-9**; and

c) the Defendant's January 2025 report entitled "*Modernisation du réseau électrique entre les postes de Saraguay et Rockfield Résumé de l'étude d'impact sur l'environnement*") , which Defendant filed with the *Ministère de l'Environnement et de la Lutte contre les changements climatiques*, which is available at the following URL: https://www.ree.environnement.gouv.qc.ca/dossiers/3211-11-129/3211-11-129-28.pdf, as **Exhibit AP-10**.

17.4. These Exhibits AP-8 to AP-10 establish and clearly demonstrate the planned conversion to 315 kV, the renaming of the substation to Côte Saint-Luc, commissioned to be scheduled for 2029, and Hydro-Québec's recognition that the existing infrastructure serving the area has significant operational vulnerabilities requiring major reconstruction.

17.5. Indeed, Hydro-Québec, in its January 2025 AP-10 *Résumé de l'étude d'impact sur l'environnement* report, confirmed and admits the following at page 7[2] (a year before the Outage):

> « *Les installations ont atteint leurs limites de conception et ne peuvent plus prendre en charge la croissance prévue dans les prochaines décennies.*
>
> *Les postes de Hampstead et Rockfield ne permettent plus l'ajout de capacité de transformation. De plus, les équipements électriques et les infrastructures civiles des deux postes sont dans un état préoccupant en raison de leur vieillissement. La majorité des principaux composants de la ligne d'alimentation à 120 kV entre les postes de Saraguay et Rockfield ont également atteint la fin de leur vie utile. La faible capacité thermique de cette ligne limite également la charge qu'elle peut alimenter.*
>
> *Dans ce contexte, Hydro-Québec projette de remplacer les deux lignes d'alimentation à 120 kV entre les postes de Saraguay et Rockfield par une ligne à 315 kV. Le projet comporte aussi le remplacement des postes de Hampstead et Rockfield à 120 kV par des postes à 315-25 kV, à peu près aux mêmes emplacements. Au terme des travaux, le poste de Hampstead sera renommé « poste de Côte-Saint-Luc » et le poste Rockfield conservera son nom.*»

17.6. This confirms that the Hampstead substation's electrical and civil infrastructure was a serious concern due to aging, and that most of the main components of the 120-kV supply line between Saraguay and Rockfield substations have also reached the end of their useful life.

17.7. This constitutes a clear admission by Hydro-Québec that the infrastructure serving the affected area was severely deteriorated and had **already reached the end of its operational lifespan** well before the Outage.

17.8. These documents emanating from Hydro-Québec demonstrate and confirm that the issues affecting the Hampstead substation were neither sudden nor unforeseeable. Hydro-Québec expressly acknowledges that the modernization project was initiated because it had to "meet the growing demand for electricity" in **Exhibit AP-10 (page 3 and 7)** and because both the Hampstead and Rockfield substations required reconstruction and conversion from 120 kV infrastructure to 315 kV infrastructure (**Exhibit AP-10 page 7-8)**. These constitute additional admissions that the existing infrastructure was no longer adequate to satisfy foreseeable operational requirements.

17.9. Hydro-Québec further confirms in **Exhibit AP-10 (page 11)** that, as early as 2018, it had implemented the planning process concerning the modernization of the electrical network in the area surrounding the Hampstead substation. This further demonstrates that Hydro-

[2] Which the AP-9 BAPE Report cites at its page 5.

Québec had identified the need for significant upgrades many years before the Outage herein.

17.10. We further note that Hydro-Québec confirms in **Exhibit AP-10 (page 32)** that substations such as Hampstead have an estimated design life of only fifty (50) years, and transmission lines an estimated eighty (80) years:

> « *Une étude a été réalisée pour évaluer la résilience climatique des composantes du projet de modernisation du réseau électrique entre les postes de Saraguay et Rockfield. Cette analyse a permis de brosser un portrait des impacts potentiels des changements climatiques sur la ligne et les postes de Côte-Saint-Luc et Rockfield projetés, pour toute leur durée de vie (estimée à 50 ans pour les postes et à 80 ans pour la ligne).»*

17.11. As already mentioned above, the Hampstead substation has been in service since 1955. Accordingly, as of the date of the Outage on January 24, 2026, Defendant had continued to operate the Hampstead substation for seventy-one (71) years, twenty-one (21) years beyond the very design life that Defendant itself ascribes to such infrastructure. This further confirms that Defendant knowingly continued to operate critical electrical infrastructure well beyond its own stated safe operational lifespan.

17.12. The above all represent further admissions by the Defendant and confirmation of Defendant's prior and pre-existing knowledge of the risk and safety hazard for the Class Members being serviced by that Hampstead substation.

17.13. Within days of the Outage, Hydro-Québec procured and installed a NEW replacement transformer at the Hampstead/Côte Saint-Luc substation. Media photographs and captions described the new transformer as "able to handle a stronger current", which demonstrates that the prior unit was outdated or under-speculated relative to foreseeable load, and that a replacement was readily available for the Defendant on very short notice. Plaintiff files and relies upon as **Exhibit AP-11, *en liasse***, the news articles and media posts confirming the delivery and installation of a new replacement transformer within days of the Outage and the identification of the long-running Hampstead substation vulnerability. This reveals again that Hydro-Québec knew about the need to replace it but still ignored the issue, until the catastrophic transformer explosion occurred causing the Outage.

17.14. In addition, immediately following the Outage, Hydro-Québec confirmed and undertook that it would begin the process of fully replacing and modernizing the Hampstead substation during the summer of 2026, whereas it had been sitting on / avoiding starting this process since 2018, as described in the February 5, 2026 Hydro-Québec press release filed as Exhibit AP-7.

17.15. Accordingly, this represents a further admission by the Defendant to the effect that nothing prevented it from commencing the said modernization process well before the Outage occurred on January 24, 2026, namely several years prior since Defendant had

first announced the serious obsolescence of the Hampstead substation back in at least 2018.

17.16. Therefore, the replacement and modernization of the Hampstead substation is not a reaction to the Outage. Hydro-Québec confirms in Exhibits AP-7 to AP-10 that the existing substation was to be replaced by a new 315/25 kV facility and that the existing infrastructure would ultimately be dismantled following commissioning of the replacement installation.

17.17. Hydro-Québec was therefore well aware, many years before the Outage, that the existing infrastructure serving the affected area was already at "the end of [its] useful life", was insufficient to meet the demand from the neighborhoods in question, was obsolete, and required substantial equipment replacement and upgrading. Despite this knowledge, Hydro-Québec continued to operate the already aging and obsolete infrastructure and failed to complete (or event commence) the necessary modernization and equipment replacement work before the Outage occurred.

17.18. What's worse, Defendant recklessly and negligently pushed these obsolete transformers passed their 100% normal/safe capacity maximum immediately prior to the Outage, which overuse and overstress exacerbated the risks and dangers and facilitated / caused the transformer to fail and explode, causing the Outage. This represents further faults, recklessness, and gross negligence by the Defendant, engaging its liability (and warranting a condemnation for punitive damages).

17.19. The above all clearly demonstrates that this Outage, which affected close to 20,000 Class Members, was not solely the result of an isolated equipment failure but rather occurred in the context of known infrastructure vulnerabilities that Hydro-Québec had admitted to many years prior, but which it failed to address, all the while pushing the obsolete equipment passed its normal safety levels.

17.20. Additionally, the events following the Outage demonstrate that Hydro-Québec was fully capable of acting rapidly and effectively on its own initiative when faced with the consequences of the equipment failure, and therefore confirms that Defendant had new replacement equipment readily available in order to prevent this Outage before it occurred on January 24, 2026.

17.21. The rapid deployment of replacement equipment following the Outage undermines any suggestion that Hydro-Québec lacked either the technical capacity, equipment, or operational authority to implement corrective measures.

17.22. Thus, the damage suffered by Plaintiff and Class Members was entirely foreseeable and avoidable. Hydro-Québec knew that the Hampstead/Côte Saint-Luc substation supplied electricity to tens of thousands of residents during winter conditions. It further knew that any prolonged interruption of service could result in loss of heating, displacement from

homes, property damage, frozen pipes, water damages, interruption of businesses and schools, and serious risks to health and safety (including risk of death).

17.23. Taken together, Hydro-Québec's own public statements, environmental assessments, planning documents, modernization records and post-Outage conduct demonstrate that the vulnerabilities affecting the Hampstead/Côte Saint-Luc substation were longstanding, foreseeable and known to Hydro-Québec for many years before January 24, 2026. The Outage was not merely the result of an isolated equipment malfunction, but rather the foreseeable consequence of Hydro-Québec's fault and failure to adequately maintain, replace and reinforce critical infrastructure despite repeated and longstanding knowledge of the risks associated with its continued operation. This warrants condemnations against the Defendant herein, including punitive damages.

18. Plaintiff(..) invokes *inter alia* the following legal provisions which make the Defendant liable to indemnify the Class Members and to pay punitive damages:

a) Articles 1384, 1432, 1457, 1458, 1463, 1525, 1590, 1604, 1621, 2098, 2100 of the *Civil Code of Quebec*, LRQ, c C-1991*;*

b) Sections 1, 2, (...) 219, 272 of the *Consumer Protection Act*, CQLR c P-40.1;

c) Sections 1, 2, 4, 5, 6 and 49 of the *Charter of Human Rights and Freedoms*, CQRL, c. C-12;

Punitive Damages:

19. For all of the reasons more fully detailed above, which are reiterated as though recited at length in the present section, Plaintiff respectfully submits that Defendant was grossly and/or intentionally negligent and is liable to pay punitive damages to the Class Members.

20. In fact, without limiting the generality of the forgoing, Defendant was repeatedly grossly negligent and/or intentionally negligent when it:

a) clearly failed to implement the proper steps and required IT and technological measures (including equipment replacement and installation of backups and redundancies) in order to safeguard and protect the power grid servicing the Class Members, notwithstanding multiple major and serious outages which have occurred over the past few years;

b) delayed the servicing and/or replacement of the affected parts and equipment which failed during the Outage, notwithstanding its knowledge and admission from

as early as 2018 that this equipment required replacement and updates.

c) failed to install and implement the required backups and redundancies in order to avoid this Outage;

d) failed to promptly and clearly notify the Plaintiff and the Class Members of the actual issues and actual and reasonable date and time of power reestablishment;

e) failed to promptly and clearly notify the Plaintiff and the Class Members of the Aftershock Outages, including when they would begin and end;

f) mislead and lied to the Class Members and the Plaintiff after the Outage and after the Aftershock Outages had begun, falsely promising a reestablishment date and time of the power, at different times, whereas Defendant had no reasonable belief or expectation that said promised times were actually accurate (as admitted by Defendant itself in the CBC article quoted above). Defendant being summoned to retain and produce into the Court all such online notices and amendments thereto during the Outage and Aftershock Outages.

g) initially stated, on its website and mobile application, that the Outage was caused by an equipment failure, and then provided progressively less specific and inconsistent information about the cause and duration of the Outage (describing it at times as an "equipment malfunction" and at other times as an "equipment failure"), although it knew that the failure could not be repaired and power restored that same day.

h) communicated restoration times to the Class Members that did not reflect the situation on the ground, although it knew that customers rely on such times to decide how and when to protect themselves, their families and their homes, in a context of winter cold weather and repeated interruptions.

20.1 Where Defendant chooses to communicate restoration times to its customers during an outage, it must do so diligently and reasonably, particularly in a context of multiple outages in winter cold weather. If it cannot give accurate information, it must say so rather than communicate estimates that do not reflect the situation on the ground.

20.2 Defendant's conduct in this regard is highly reprehensible. Defendant knew that the Class Members would rely on the information it communicated, and it nonetheless allowed them to make decisions about their safety and property on the basis of incomplete and inaccurate information.

21. As confirmed *inter alia* by the Court of Appeal in Levy c. Nissan Canada inc., 2021, QCCA 682, (par. 34-38), Defendant's conduct before and after the Outage is relevant to the determination on punitive damages herein. Defendant's faults and negligence detailed above clearly demonstrate their full knowledge of the immediate and natural or at least extremely probable consequences of their failures, especially when considering the repetition of such faults and outages and Defendant's failure and negligence causing and enabling the similar yet even more massive Outage to occur.

22. Considering the above and considering the fact that Defendant has the violated various laws detailed above (including Charter violations), which have been enacted in order to protect the Class Members and the public at large, Defendant is liable to pay punitive damages to all of the Class Members herein, aside from any other compensatory and moral damages suffered by the Class Members.

23. Defendant's above detailed actions qualify its fault as intentional which is a result of wild and foolhardy recklessness in disregard for the rights of the Class Members, with full knowledge of the immediate and natural or at least extremely probable consequences that their actions would cause to the Class Members.

24. Defendant's negligence has shown a malicious, oppressive and high-handed conduct that represents a marked departure from ordinary standards of decency. In that event, punitive damages should be awarded to Class Members.

FACTS GIVING RISE TO AN INDIVIDUAL ACTION BY THE PLAINTIFF

25. Plaintiff reiterates the above allegations in the present section, as though recited at length.

26. (…) Plaintiff resides in a single-family home located in the City of Montreal, Quebec, together with his wife and their two (2) minor children.

27. Plaintiff and his family have a contract/account with Defendant for electricity to their home, which is also required for the heating system of their home.

28. (...) Plaintiff experienced the complete Outage starting the morning of January 24, 2026.

28.1. As a direct result of the Outage and the resulting loss of electricity throughout Plaintiff's home, the house's water-based heating system and radiators stopped functioning.

28.2. During the Outage, Plaintiff consulted and relied upon Defendant's online outage information several times a day.

28.3. By the end of the day on January 24, 2026, Defendant had repeatedly changed the time at which it said power would be reestablished (as mentioned above, Defendant had made such public announcements and promises although it had no factual basis for making them).

28.4. By the night of January 24, 2026, Plaintiff's house had become too cold to remain in. Plaintiff therefore had no other choice but to leave with his family and seek heated shelter elsewhere.

28.5. During the Outage, Plaintiff returned to his home on several occasions to check on its state. As a precaution, he had also shut down the furnace and the heating circulation pump, and he left the faucets running continuously in order to prevent the water lines from freezing.

28.6. Electricity was restored to Plaintiff's home on the evening of January 26, 2026. Plaintiff then turned the furnace and the heating circulation pump back on. The faucets were still running, but the water in every toilet bowl and toilet tank in the home had already frozen.

28.7. When Plaintiff entered the home the next morning, January 27, 2026, the ground floor was flooded and the whole house was filled with steam. Water was coming down from the upper floor through the window frames and the ceilings, seeping through the hardwood floors into the basement, and pouring out of the six recessed light fixtures in the basement ceiling. The water fell onto the main electrical panel and soaked the contents of the basement. There was also standing water on the ground floor and in the basement.

28.8. Plaintiff immediately shut off the main water valve, the furnace, the electric water heater and the main electrical panel, and called 911 for the fire department. He then contacted his insurer and filed a claim and called an electrician and then a plumber to assess the damage and find the source of the water.

28.9. As a direct result of the loss of heat during the Outage, several heating pipes in Plaintiff's home froze and burst, causing the extensive water damage throughout the home that Plaintiff discovered on January 27, 2026, as mentioned above.

28.10. Plaintiff's home was then completely uninhabitable, and Plaintiff, his wife and their two children were unable to live in it from the night of January 24, 2026 until March 24, 2026, a period of approximately eight weeks.

28.11. During that period, Plaintiff and his family stayed at a relative's home until February 8, 2026, and then in a rental apartment from February 9, 2026 to March 24, 2026.

28.12. As a direct result of the Outage and the resulting water pipes bursting throughout the house, Plaintiff's home sustained extensive damage, requiring the repair and full replacement of the following:

a) the home's entire heating system, including all radiators and heating pipes;

b) the home's main electrical panel;

c) approximately sixty percent (60%) of the wood flooring on the main floors of the home;

d) the kitchen ceiling;

e) the dining room ceiling;

f) the basement ceiling;

g) the basement floors;

h) the six (6) recessed light fixtures;

i) one (1) dining room window;

j) one (1) living room window;

28.13. Plaintiff filed a claim with his home insurer in relation to the property damages caused by the Outage, as described above, and was indemnified for a total amount of $51,798.38 in damages in this regard.

28.14. Plaintiff was responsible for (and deducted) his insurance deductible in the amount of **$1,500**, which amount Plaintiff claims from Defendant herein.

28.15. In addition, two (2) personal computers belonging to Plaintiff were damaged as a result of the Outage and the resulting water pipe bursts and water damage, namely, one Windows computer valued at $5,607.72, and one iMac computer valued at approximately $2,500, for a total of **$8,107.72**, *sauf à parfaire*. This amount was not indemnified by

Plaintiff's insurer since the two items had been disposed of during the initial water damage clean up. Plaintiff therefore claims this amount directly from Defendant herein.

28.16. In addition, a sofa located in the basement of Plaintiff's home was also damaged beyond repair as a result of the Outage, valued at **$3,000**, *sauf à parfaire*, which amount has yet to be indemnified under Plaintiff's insurance policy. Plaintiff claims said amount directly from Defendant herein.

28.17. Plaintiff files pictures of his various property damages, *en liasse*, as **Exhibit AP-12**.

28.18. As a further direct consequence of the Outage and the resulting displacement of the family from their home, Plaintiff, his wife and their two minor children (both of school age), suffered a complete disruption of their regular lifestyle, including significant absences and loss of continuity in their children's studies. This caused Plaintiff (and his family as Class Members herein) significant stress, fear and anxiety, for which Plaintiff claims moral damages against Defendant. Plaintiff and his family did not seek medical or psychological treatment in this regard and did not need to take any mediation in this regard either.

29. (…)

30. (…)

31. (…) Plaintiff files certain screenshots (...) that the original plaintiff herein had taken during the Outage wherein Defendant lied and misrepresented the time of power reestablishment, as **Exhibit AP-3**.

32. (…)

33. (…)

34. (…)

35. (…)

36. (…)

37. (…)

38. Plaintiff claims (...) **$10,000 in moral damages** (or another amount to be determined by the Court) from Defendant on his behalf, and claims the same amount on behalf of his

wife and each of his minor children (Class Members herein) and on behalf of other Class Member who were displaced from their homes for a longer period than the Outage lasted, including without limitation for the great stress, inconvenience, embarrassment, loss of time, etc. caused by the Outage (and therefore caused by Defendant's intentional faults and negligence).

39. Plaintiff claims on behalf of the other Class Members (...) **$5,000 in moral damages** (or another amount to be determined by the Court) for each Class Member.

40. Plaintiff claims on his behalf, on behalf of his two minor children, and on behalf of the Class Members, a total of **$7,500 in punitive damages** each (or another amount to be determined by the Court), from Defendant, considering the Defendant's intentional and reckless behavior, faults and negligence, as mentioned above.

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

41. Plaintiff reiterates the above allegations in the present section, as though recited at length.

42. Class Members had their electricity service interrupted during the Outage in question and/or suffered other damages caused by the Outage.

43. Every Class Member has experienced inconvenience, stress, fear, anxiety, and/or loss of time due to the Outage.

44. Some Class Members who retained (...) or regained power after the Outage began had to receive and host other Class Members into their homes, incurring costs, expenses and inconvenience, including without limitation additional food costs.

45. Some Class Members suffered bodily injury and/or death as a result of the Outage.

46. Every Class Member is entitled to receive compensation due the Defendant's negligence and failure to perform its obligations, including compensatory, moral and punitive damages.

47. The Class Members suffered various damages as a result of the Outage, as more fully detailed above.

CONDITIONS REQUIRED TO INSTITUTE A CLASS ACTION

48. The composition of the Group makes it difficult or impracticable to apply the rules for mandates to sue on behalf of others or for consolidation of proceedings (Article 575 (3) C.C.P.) for the following reasons.

49. Plaintiff is unaware of the specific number of persons included in the Class, but Plaintiff estimates that tens of thousands of Class Members have been impacted by the Outage.

50. Class Members are numerous and are scattered across the affected cities which experienced the Outage.

51. In addition, given the costs and risks inherent in an action before the Courts, many people will hesitate to institute an individual action against the Defendants. Even if the Class Members themselves could afford such individual litigation, the Court system could not as it would be overloaded. Further, individual litigation of the factual and legal issues raised by Defendants' conduct would increase delay and expense to all parties and to the Court system.

52. Moreover, a multitude of actions instituted risks leading to contradictory judgments on issues of fact and law that are similar or related to all Class Members.

53. These facts demonstrate that it would be impractical, if not impossible, to contact each and every Class Member to obtain mandates and to join them in one action.

54. In these circumstances, a class action is the only appropriate procedure for all of the Class Members to effectively pursue their respective rights and have access to justice.

55. The damages sustained by the Class Members flow, in each instance, from a common nucleus of operative facts, namely Defendants' negligence and fault.

56. The claims of the Class Members raise identical, similar or related issues of law and facts (Article 575 (1) C.C.P.), namely:

    a) Did Defendant fail to provide its users and clients with adequate electricity services during the Outage that began on or about January 24, 2026?

    b) Is Defendant liable to pay to the Class Members in the two Sub-Groups damages suffered, including compensatory, moral and/or punitive damages, and if so, what

is the measure of such damages?

57. The interests of justice favour that this application be granted in accordance with its conclusions.

NATURE OF THE ACTION AND CONCLUSIONS SOUGHT

58. The action that Plaintiff wishes to institute for the benefit of the Class Members is an action in damages.

59. The facts alleged herein appear to justify the conclusions sought by the Plaintiff (Article 575 (2) C.C.P.), namely the following conclusions that Plaintiff wishes to introduce by way of an originating application:

GRANT the Class Action of Plaintiff on behalf of all the Class Members against Defendant;

DECLARE the Defendant liable for the damages suffered by the Plaintiff and each Class Member;

CONDEMN the Defendant to pay to each Class Member a sum to be determined in compensation of the damages suffered, including compensatory, moral and punitive damages, and **ORDER** collective recovery of these sums;

CONDEMN the Defendant to pay interest and additional indemnity on the above sums according to law from the date of service of the Application to Authorize the Bringing of a Class Action;

ORDER the Defendant to deposit in the office of this Court, the totality of the sums which forms part of the collective recovery, with interest and costs;

ORDER that the claims of individual Class Members be the object of collective liquidation if the proof permits and alternately, by individual liquidation;

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

RENDER any other order that this Honorable Court shall determine that is in the interest of the Class Members;

60. Plaintiff suggests that this class action be exercised before the Superior Court in the District of Montreal since he and the Class Members all reside and/or suffered damages in the District of Montreal. Defendant is also domiciled in the District of Montreal.

61. Plaintiff, who is requesting to be appointed as Representative Plaintiff, is in a position to properly represent the Class Members (Article 575 (4) C.C.P.), since:

a) He experienced the Outage and suffered damages as a result of the Outage, as more fully described hereinabove;

b) He has already and will continue to suffer anxiety, inconvenience, stress, loss of time, and fear, as well as out of pocket expense, as a result of said Outage;

c) He understands the nature of the action and has the capacity and interest to fairly and adequately protect and represent the interest of the Class Members;

d) He is available to dedicate the time necessary for the present action before the Courts of Quebec and to collaborate with Class Counsel in this regard and Plaintiff is ready and available to manage and direct the present action in the interest of the Class Members that Plaintiff wishes to represent;

e) Plaintiff is determined to lead the present file until a final resolution of the matter, the whole for the benefit of the Class Members;

f) His interests are not antagonistic to those of other Class Members;

g) He 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;

h) He 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. In this regard, Plaintiff, through the undersigned attorneys, communicates herewith, *en liasse*, as **Exhibit AP-13**, **confidentially and under seal**, and without waiving professional secrecy, the online submissions (including comments) received from multiple Class Members, as though recited at length herein for the purpose of further fulfilling his burden to demonstrate an arguable case at the authorization stage. Plaintiff reserving

the right to file **under seal and confidentially** the further list of Class Members having contacted the undersigned Class Counsel (with the Class Members' comments);

i) He, with the assistance of the undersigned attorneys, is ready and available to dedicate the time necessary for this action and to collaborate with other Class Members and to keep them informed;

62. 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 Application to institute proceedings in damages in the District of Montreal;

APPOINT the Plaintiff as the Representative Plaintiff representing all persons included in the Class herein described as:

Sub-Group A:

All physical or legal persons who had an existing Hydro-Quebec account / contract for electricity services (including without limitation for their heating system) and who had their electricity services interrupted during the Outage that began at approximately 10:30 AM on January 24, 2026;

Sub-Group B:

All physical or legal persons who suffered damages as result of the Hydro-Quebec service interruption / Outage that began at approximately 10:30 AM on January 24, 2026;

or any other Group(s) or Sub-Group(s) to be determined by the Court;

IDENTIFY the principle issues of law and fact to be treated collectively as the following:

a) Did Defendant fail to provide its users and clients with adequate electricity services during the Outage that began on or about January 24, 2026?

b) Is Defendant liable to pay to the Class Members in the two Sub-Groups damages suffered, including compensatory, moral and/or punitive damages, and if so, what is the measure of such damages?

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

GRANT the Class Action of Plaintiff on behalf of all the Class Members against Defendant;

DECLARE the Defendant liable for the damages suffered by the Plaintiff and each Class Member;

CONDEMN the Defendant to pay to each Class Member a sum to be determined in compensation of the damages suffered, including compensatory, moral and punitive damages, and **ORDER** collective recovery of these sums;

CONDEMN the Defendant to pay interest and additional indemnity on the above sums according to law from the date of service of the Application to Authorize the Bringing of a Class Action;

ORDER the Defendant to deposit in the office of this Court, the totality of the sums which forms part of the collective recovery, with interest and costs;

ORDER that the claims of individual Class Members be the object of collective liquidation if the proof permits and alternately, by individual liquidation;

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

RENDER any other order that this Honorable Court shall determine that is in the interest of the Class Members;

DECLARE that all Class Members who 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 30 days from the date of the publication of the notice to the Class Members;

ORDER the publication or notification of a notice to the Class Members in accordance with Article 579 C.C.P.;

ORDER that said notice be posted and available on the home page of Defendant's websites, Facebook account(s), Instagram account(s) and X (formerly Twitter) account(s), and **ORDER** Defendant to send the notice by email with proof of receipt and by direct mail to all Class Members;

ORDER Defendants to pay for all said publication/notification costs;

THE WHOLE with costs including without limitation the Court filing fees herein, expert fees, stenography fees, bailiff and/or process server fees, and all costs related to preparation and publication of the notices to Class Members.

MONTREAL, (…) September 29, 2026

(s) *Lex Group Inc.*

Lex Group Inc.
Per: David Assor
Class Counsel / Attorneys for Plaintiff
4101 Sherbrooke St. West
Westmount, (Québec), H3Z 1A7
Telephone: 514.451.5500 ext. 101
Fax: 514.940.1605

№.: 500-06-000004-263

(Class Actions Division)
SUPERIOR COURT
PROVINCE OF QUEBEC
DISTRICT OF MONTREAL

R[redacted] J[redacted]

(…)

Plaintiff

vs.

HYDRO-QUÉBEC

Defendant

AMENDED APPLICATION FOR AUTHORIZATION TO INSTITUTE A CLASS ACTION

ORIGINAL

Me David Assor

LEX GROUP
AVOCATS · ATTORNEYS
WWW.LEXGROUP.CA

BL 5606

Lex Group Inc.
4101 Sherbrooke St. West
Westmount, (Québec), H3Z 1A7
T: 514.451.5500
F: 514.940.1605
@: davidassor@lexgroup.ca