

CANADA

(CLASS ACTION)
SUPERIOR COURT OF QUÉBEC

PROVINCE OF QUÉBEC
DISTRICT OF MONTREAL

No.: 500-06-000813-168

J [REDACTED] RABIN, domiciled and residing
at [REDACTED]
[REDACTED];

Petitioner

vs.

HP CANADA CO., a legal person duly constituted according to the Law, having its head office at 5150 Spectrum Way, in the City of Mississauga, Province of Ontario, L4W 5G1;

-and-

HEWLETT-PACKARD (CANADA) CO., a legal person duly constituted according to the Law, having its head office at 1300-1969 Upper Water Street, Purdy's Wharf Tower II, in the City of Halifax, Province of Nova Scotia, B3J 3R7;

Respondents

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

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

INTRODUCTION

1. Petitioner wishes to institute a class action on behalf of the following Groups,

of which Petitioner is a member:

Sub-Group A:

All persons in Canada who have purchased or own an HP OfficeJet printer imported, distributed, sold, or otherwise put onto the marketplace by the Respondents, including without limitation the following models:

- HP Officejet 6100 ePrinter - H611a (CB863A)
- HP Officejet 6600 e-All-in-One Printer - H711a/H711g (CZ155A)
- HP Officejet 6600 e-All-in-One Printer - H711a/H711g (CZ162A)
- HP Officejet 6700 Premium e-All-in-One Printer - H711n (CN583A)
- HP Officejet 7110 Wide Format ePrinter - H812a (CR768A)
- HP OfficeJet 7510 Wide Format All-in-One Printer (G3J47A)
- HP Officejet 7610 Wide Format e-All-in-One Printer (CR769A)
- HP Officejet 7612 Wide Format e-All-in-One (G1X85A)
- HP OfficeJet 6812 e-All-in-One
- HP OfficeJet 6815e All-in-One
- HP OfficeJet Pro 6230 e
- HP OfficeJet Pro 6830 e-All-in-One
- HP OfficeJet Pro 6835 e-All-in-One
- HP Officejet Pro X451dn Printer (CN459A)
- HP Officejet Pro X451dw Printer (CN463A)
- HP Officejet Pro X456dn
- HP Officejet Pro X456dw
- HP Officejet Pro X476dn Multifunction Printer (CN460A)
- HP Officejet Pro X476dw Multifunction Printer (CN461A)
- HP Officejet Pro X551dw Printer (CV037A)
- HP Officejet Pro X576dw Multifunction Printer (CN598A)
- HP OfficeJet Pro 251dw
- HP OfficeJet Pro 276dw
- HP OfficeJet Pro 8100 e - N811a/N811d
- HP OfficeJet Pro 8600 e-All-in-One - N911a
- HP OfficeJet Pro 8600 Plus e-All-in-One - N911g
- HP OfficeJet Pro 8600 Premium e-All-in-One
- HP OfficeJet Pro 8610 e-All-in-One,
- HP OfficeJet Pro 8615 e-All-in-One,
- HP OfficeJet Pro 8620 e-All-in-One

(hereinafter collectively the “**HP Printer(s)**”)

Sub-Group B:

All persons in Canada who purchased third-party non-HP

cartridges that were compatible with the HP Printers before September 13, 2016, whether for personal use or for resale and distribution to others (excluded are any such compatible third-party non-HP cartridges which have been fully used up and/or depleted without the printer rejecting said cartridge or displaying an error message);

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

(hereinafter referred to as “**Petitioner(s)**”, the “**Class Member(s)**”, the “**Class(es)**”, the “**Group Member(s)**”, the “**Group(s)**”, or the “**Consumer(s)**”);

2. Respondents either directly, separately, and/or together with their other related parents companies or affiliate companies (hereinafter collectively “**HP**”) developed and/or manufactured and/or imported and distributed, marketed and sold the HP Printers, throughout Canada including in the Province of Quebec, Petitioner communicating the *Registraire des entreprises* CIDREQ reports regarding the Respondents, communicated herewith, *en liasse*, as **Exhibit R-1**;

THE SITUATION

3. Respondents are responsible for importing, marketing, distributing and selling a handful of technology products within Canada, which include printers, printer hardware, printing supplies, printer ink cartridges, scanners, etc.;
4. All of a sudden on or about September 13, 2016, thousands of HP Printer owners in Canada and in other countries started experiencing problems and crashes with their HP Printers, since said printers stopped recognizing and accepting third-party ink cartridges (i.e. ink cartridges which had not been manufactured by HP but which were compatible with the HP Printers before September 13, 2016). The said printer sometimes displayed error messages

such as "Cartridge Problem. The following ink cartridges appear to be missing or damaged. Replace the cartridges and resume printing" or "One or more cartridges are missing or damaged" or "Older generation cartridge", etc.;

5. 123inkt, a Dutch printer ink vendor, was the first to officially report the problem on its website, saying it had received more than one thousand complaints in a single day, the whole as more fully appears from a copy of the extract from its website, communicated herewith as **Exhibit R-2**, as though recited at length herein;
6. When contacting HP's consumer service, 123inkt was informed that the problem was caused by the private label, non-HP cartridges, but on the next day, HP changed its position and said that the problem was an unintended result of an update;
7. After further researches and tests with various printer models, 123inkt discovered that the problem was effectively caused by one of HP Printer's firmware updates, more specifically the March 22, 2016 update that was programmed to affect the HP Officejet series of printers using third party non-HP ink cartridges, as of September 13, 2016;
8. Accordingly, HP pushed firmware update(s) to the HP Printers which were specifically designed and programmed to reject, starting on September 13, 2016, all third party ink cartridges, including any said third party ink cartridge which had already been purchased and installed by Class Members and which were already properly working in their HP Printers;
9. The Class Members were not informed by HP of this plan to program a rejection of third party ink cartridges. HP's goal was to program the HP Printers, after their sale to Class Members/Consumers, so that said HP Printer would only be able to communicate with and therefore only accept HP

branded ink cartridges, which cost approximately twice as much, the whole in order for HP to greatly increase its profits to the detriment of Consumers/Class Members;

10. This issue has now been reported by multiple journalists and technology websites around the world, the whole as more fully appears from a copy of various news articles, communicated herewith, *en liasse*, as **Exhibit R-3**, as though recited at length herein;
11. HP has merely brushed the entire issue off by stating that the purpose of this update was to protect HP's innovations and intellectual property;
12. However, HP branded ink cartridges cost a lot more than third party replacement ink cartridges - HP branded ink cartridges retailing from approximately \$100 to \$500 for a complete set (namely the black ink cartridge and the three (3) color cartridges), while compatible non-HP ink cartridge sets retail from approximately \$40 to \$350;
13. Indeed, HP earns more profits selling its consumables (which are the replacement ink cartridges that go into the HP Printers) than selling the HP Printers themselves;
14. Petitioner and the Class Members were not told at the time of purchase that their HP Printer would at some time in the future reject the less expensive third party replacement ink cartridges. Indeed, had Class Members been told this at the time of purchase, they would have either not purchased the HP Printer at all, and surely not at the price paid, since the ongoing consumable costs would be drastically increased if forced to only purchase HP branded replacement ink cartridges;
15. Furthermore, the Class Members were not informed by HP of the updates in

question and did not consent to HP unilaterally pushing such updated into their HP Printer, rendering the printers fundamentally altered and making the printers no longer what the Class Members and Consumers had bargained for, by reducing the HP Printer's value and usefulness on a cost effective basis going forward since they would only be accepting the much more expensive HP branded replacement cartridges;

16. Moreover, Class Members who had already purchased but not yet fully used and/or distributors/retailers who have not yet resold the third party replacement ink cartridges, which worked perfectly fine before September 13, 2016, have suffered and will suffer a loss in terms of the purchase price paid for said replacement cartridges, loss of profit, loss of time and work product having to deal with the issue and having to either purchase HP branded ink cartridges, in the case of Consumers/end users, or having to deal with customer complaints, requests for refunds or replacements to HP branded ink cartridges, etc., in the case of ink cartridge distributors and retailers;

FACTS GIVING RISE TO AN INDIVIDUAL ACTION BY THE PETITIONER

17. On December 18, 2014, Petitioner purchased an HP Officejet 8620 printer at Bureau en Gros in Montreal for approximately \$180 plus taxes;
18. Petitioner was never informed by anyone that HP would or could at one point automatically update the firmware of her HP Printer in order to program it to reject third party ink cartridges;
19. Her HP Printer was always connected to the internet and was automatically updated by HP;
20. Furthermore, the "Extend of Limited Warranty" portion of the Instruction Manuel for Petitioner's 8620 HP Officejet Printer specifically mentioned the

following, which obviously represents an admission by HP to the effect that third-party cartridges can be used with her HP Printer (and which represents at the very least a false-representation made by HP which gives the Class Member/Consumers the general impression that third party cartridges will work in their HP Printer):

“For HP printer products, the use of a non-HP cartridge or a refilled cartridge does not affect either the warranty to the customer or any HP support contract with the customer. However, if printer failure or damage is attributable to the use of a non-HP or refilled cartridge or an expired ink cartridge, HP will charge its standard time and materials charges to service the printer for the particular failure or damage.”

the whole as more fully appears from the copy of the instructions manual of Petitioner’s HP Printer, communicated herewith as **Exhibit R-4**;

21. Accordingly, Class Members were reasonable able to assume and conclude that HP would not unilaterally (and without warning) prevent them from using third party non-HP cartridges;
22. Since September 13, 2016, and as more fully detailed above, the use of Petitioner’s HP Printer has become much more expensive to operate, since she can only use HP branded ink cartridges instead of the much cheaper third party cartridges;
23. Petitioner would definitely not have purchased her HP Printer if Respondents had properly informed her and/or the public that HP Printers were to reject third-party ink cartridges at some undisclosed date in the future, which ended up being September 13, 2016;
24. The behavior by HP represents false advertising, misrepresentations, willful and intentional omissions of important facts and represents clear anti-

competitive behavior;

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

25. Class Members including Petitioner included in Sub-Group A have purchased at least one of the Respondents' HP Officejet printers, including but without limitation the following models:

- HP Officejet 6100 ePrinter - H611a (CB863A)
- HP Officejet 6600 e-All-in-One Printer - H711a/H711g (CZ155A)
- HP Officejet 6600 e-All-in-One Printer - H711a/H711g (CZ162A)
- HP Officejet 6700 Premium e-All-in-One Printer - H711n (CN583A)
- HP Officejet 7110 Wide Format ePrinter - H812a (CR768A)
- HP OfficeJet 7510 Wide Format All-in-One Printer (G3J47A)
- HP Officejet 7610 Wide Format e-All-in-One Printer (CR769A)
- HP Officejet 7612 Wide Format e-All-in-One (G1X85A)
- HP OfficeJet 6812 e-All-in-One
- HP OfficeJet 6815e All-in-One
- HP OfficeJet Pro 6230 e
- HP OfficeJet Pro 6830 e-All-in-One
- HP OfficeJet Pro 6835 e-All-in-One
- HP Officejet Pro X451dn Printer (CN459A)
- HP Officejet Pro X451dw Printer (CN463A)
- HP Officejet Pro X456dn
- HP Officejet Pro X456dw
- HP Officejet Pro X476dn Multifunction Printer (CN460A)
- HP Officejet Pro X476dw Multifunction Printer (CN461A)
- HP Officejet Pro X551dw Printer (CV037A)
- HP Officejet Pro X576dw Multifunction Printer (CN598A)
- HP OfficeJet Pro 251dw
- HP OfficeJet Pro 276dw
- HP OfficeJet Pro 8100 e - N811a/N811d
- HP OfficeJet Pro 8600 e-All-in-One - N911a
- HP OfficeJet Pro 8600 Plus e-All-in-One - N911g
- HP OfficeJet Pro 8600 Premium e-All-in-One
- HP OfficeJet Pro 8610 e-All-in-One,
- HP OfficeJet Pro 8615 e-All-in-One,
- HP OfficeJet Pro 8620 e-All-in-One

26. Class Members included in Sub-Group B purchased third party ink non-HP cartridges which were specifically designed to work in and which indeed properly worked and functioned in the HP Printers prior to September 13, 2016, but were rendered useless and unusable by HP, as of September 13, 2016 (and before the cartridges had been fully depleted or used);
27. End user Class Members have experienced or will experience a functioning problem with their HP Printer after September 13, 2016, the printers crashing and/or displaying an error message and/or not printing when equipped with third party non-HP ink cartridges, rendering the HP Printer useless, worthless, damaged, and/or at the very least much more expensive to operate than when originally purchased;
28. Some of the said end user Class Members will simply purchase another printer altogether (although their existing HP printer can still operate properly), instead of starting to purchase HP branded ink cartridges for their existing HP Printer, which are much more expensive;
29. Effectively, while HP branded ink cartridges retail from approximately \$100 to \$500 for a complete set, compatible non-HP ink cartridge sets retail from approximately \$40 to \$350, which is approximately half of the price of the HP branded cartridges. Indeed, individual third-party cartridges are also approximately half the price as compared to the equivalent HP branded cartridges;
30. Class members therefore suffered direct damages by purchasing the HP Printer which are now unusable with non-HP ink cartridges because of the automatic HP's firmware update and programming;
31. Class Members and the Petitioner are therefore entitled to claim the reimbursement of the full purchase price for their HP Printers in question;

32. Indeed, the Class Member would not have purchased the HP Printers at all, or would not have paid such price paid (HP Officejet printers retailing from approximately 75\$ to 500\$, depending on the model), had they been informed of HP's plan to program what the media is calling a "ticking time-bomb" rendering the printers practically useless or economically no longer viable;
33. The Class Members would not have purchased the replacement third party ink cartridges had HP properly informed the public of said plans, said Class Members being entitled to claim as damages the full purchase price of the said (not fully used) non-HP cartridges;
34. In the case of Class Members who are distributors or retailers of such third party ink cartridges, said Class Members are also entitled to claim for all damages suffered as a result of HP's above-detailed faults and anti-competitive behavior, including loss of profit, loss of time, extra disbursements and expenses such as shipping costs dealing with this issue and the required reimbursements or replacements, loss of goodwill, etc.;
35. Petitioner respectfully submits that Respondents intentionally, secretly and in bad faith set and programed a ticking time-bomb deadline for end users/Consumers to use non-HP ink cartridges, making it liable to pay punitive and exemplary damages to all Class Members, in an amount to be determined by the Court;
36. Indeed, Respondents' said actions show a malicious, anti-competitive, oppressive, bad faith, and high-handed conduct that represents a marked departure from ordinary standards of decency when dealing with customers. In that event, punitive damages should be awarded to Class Members;

CONDITIONS REQUIRED TO INSTITUTE A CLASS ACTION

37. 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;
38. Petitioner is unaware of the specific number of persons who purchased an HP Printer and/or the non-HP ink cartridges which functioned properly in the HP Printers prior to September 13, 2016, but given the HP products' popularity, it is safe to estimate that it is in the tens of thousands across the country;
39. Class Members are numerous and are scattered across the entire province and country;
40. 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 Respondents. 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 the conduct of the Respondents would increase delay and expense to all parties and to the court system;
41. Moreover, a multitude of actions instituted risks leading to contradictory judgments on questions of fact and law that are similar or related to all Class Members;
42. 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;

43. 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;
44. The damages sustained by the Class Members flow, in each instance, from a common nucleus of operative facts, namely Respondents' misconduct, faults, omissions, false advertising, misrepresentations, and/or anti-competitive behavior;
45. The claims of the Class Members raise identical, similar or related issues of law and fact (Article 575 (1) C.C.P.), namely:
- a) Did Respondents engage in unfair, anti-competitive, and/or deceptive acts or practices regarding the marketing and sale of the HP Printers and its programming/updates rendering non-HP cartridges incompatible as of September 13, 2016?
 - b) Should injunctive relief be ordered to prohibit the Respondents from continuing to perpetrate their unfair, false, misleading, and/or deceptive conduct and therefore to no longer prevent non-HP ink compatible cartridges from operating in any HP branded printers?
 - c) Are Respondents liable to the Class Members for damages suffered, namely the reimbursement of the purchase price of the HP Printers and the purchase price of any not yet depleted non-HP compatible ink cartridges?
 - d) Are Respondents responsible to pay compensatory damages to the Class Members for other damages suffered including disbursements and out-of-pocket expenses, loss of time, loss of

profit, loss of goodwill, inconvenience, and in what amount?

- e) Are Respondents responsible to pay punitive and/or exemplary damages to the Class Member, and in what amount?

46. The majority of the issues to be dealt with are issues common to every Class Member;

47. The interests of justice favor that this motion be granted in accordance with its conclusions;

NATURE OF THE ACTION AND CONCLUSIONS SOUGHT

48. The action that the Petitioner wishes to institute for the benefit of the Class Members is an action in damages, consumer protection, anti-competitive behavior, and injunctive relief;

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

GRANT the class action of the Representative Plaintiff and each of the Class Members;

ORDER Defendants to cease from in any way preventing non-HP ink compatible cartridges from operating in any HP branded printers;

DECLARE the Defendants solidarily liable for the damages suffered by the Representative Plaintiff and each of the Class Members;

CONDEMN the Defendants solidarily to pay to each of the Class

Members compensatory damages, including without limitation the purchase price of the HP Printer, the purchase price of not yet depleted non-HP replacement ink cartridges and other disbursements or out-of-pocket expenses, loss of time, loss of profit, loss of goodwill, inconvenience, and **ORDER** collective recovery of these sums;

CONDEMN the Defendants solidarily to pay to each of the Class Members a sum to be determined by the Court in punitive and/or exemplary damages, and **ORDER** collective recovery of these sums;

CONDEMN the Defendants solidarily to pay interest and additional indemnity on the above sums according to the Law from the date of service of the application for authorization to institute a class action;

ORDER the Defendants to deposit in the office of this Court the totality of the sums which forms part of the collective recovery, with interest, additional indemnity, 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 Defendants solidarily to bear the costs of the present action including experts' fees and notice fees;

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

THE WHOLE with interest and additional indemnity provided for in the Civil Code of Quebec and with full legal costs and expenses including

expert's fee and publication fees to advise members;

50. Petitioner suggests that this class action be exercised before the Superior Court in the District of Montreal for the following reasons:

- a. Many Class Members, including Petitioner, are domiciled in the District of Montreal;
- b. The HP Printers are sold in the District of Montreal, for instance Petitioner's HP Printer as detailed above;
- c. The clandestine software updates in question, which rendered the non-HP ink cartridges no longer compatible with HP Printers were pushed into the HP printers situated in the province of Quebec, District of Montreal (including Petitioner's HP Printer);
- d. Respondents have designated a *fondé de pouvoir*, namely a law firm in the Province of Quebec, District of Montreal (Exhibit R-1);
- e. The Petitioner's legal counsel practices law in the District of Montreal;

52. Petitioner, 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 Petitioner;

- a. is a Class Member who purchased one of Respondents' HP Officejet printers;
- b. understands the nature of the action and has the capacity and interest to fairly and adequately protect and represent the interests

of the Class Members;

- c. 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;
- d. is ready and available to manage and direct the present action in the interest of the Class Members and is determined to lead the present file until a final resolution of the matter, the whole for the benefit of the Class Members;
- e. does not have interests that are antagonistic to those of other Class Members;
- f. has given the mandate to the undersigned attorneys to obtain all relevant information to the present action and intends to keep informed of all developments;
- g. has given the mandate to the undersigned attorneys to post the present matter on their firm website in order to keep the Class Members informed of the progress of these proceedings and in order to more easily be contacted or consulted by said Class Members;
- h. is, with the assistance of the undersigned attorneys, ready and available to dedicate the time necessary for this action and to collaborate with other Class Members and to keep them informed;

52. 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 institution of a class action in the form of an originating application in damages, consumer protection, anti-competitive behavior, and injunctive relief;

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

Sub-Group A:

All persons in Canada who have purchased or own an HP OfficeJet printer imported, distributed, sold, or otherwise put onto the marketplace by the Respondents, including without limitation the following models:

- HP Officejet 6100 ePrinter - H611a (CB863A)
- HP Officejet 6600 e-All-in-One Printer - H711a/H711g (CZ155A)
- HP Officejet 6600 e-All-in-One Printer - H711a/H711g (CZ162A)
- HP Officejet 6700 Premium e-All-in-One Printer - H711n (CN583A)
- HP Officejet 7110 Wide Format ePrinter - H812a (CR768A)
- HP OfficeJet 7510 Wide Format All-in-One Printer (G3J47A)
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- HP Officejet 7612 Wide Format e-All-in-One (G1X85A)
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- HP OfficeJet Pro 8600 e-All-in-One - N911a

- HP OfficeJet Pro 8600 Plus e-All-in-One - N911g
- HP OfficeJet Pro 8600 Premium e-All-in-One
- HP OfficeJet Pro 8610 e-All-in-One,
- HP OfficeJet Pro 8615 e-All-in-One,
- HP OfficeJet Pro 8620 e-All-in-One

(hereinafter collectively the “**HP Printer(s)**”)

Sub-Group B:

All persons in Canada who purchased third-party non-HP cartridges that were compatible with the HP Printers before September 13, 2016, whether for personal use or for resale and distribution to others (excluded are any such compatible third-party non-HP cartridges which have been fully used up and/or depleted without the printer rejecting said cartridge or displaying an error message);

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 Respondents engage in unfair, anti-competitive, and/or deceptive acts or practices regarding the marketing and sale of the HP Printers and its programming/updates rendering non-HP cartridges incompatible as of September 13, 2016?
- b) Should injunctive relief be ordered to prohibit the Respondents from continuing to perpetrate their unfair, false, misleading, and/or deceptive conduct and therefore to no longer prevent non-HP ink compatible cartridges from operating in any HP branded printers?
- c) Are Respondents liable to the Class Members for damages suffered, namely the reimbursement of the purchase price of the

HP Printers and the purchase price of any not yet depleted non-HP compatible ink cartridges?

- d) Are Respondents responsible to pay compensatory damages to the Class Members for other damages suffered including disbursements and out-of-pocket expenses, loss of time, loss of profit, loss of goodwill, inconvenience, and in what amount?
- e) Are Respondents responsible to pay punitive and/or exemplary damages to the Class Member, and in what amount?

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

GRANT the class action of the Representative Plaintiff and each of the Class Members;

ORDER Defendants to cease from in any way preventing non-HP ink compatible cartridges from operating in any HP branded printers;

DECLARE the Defendants solidarily liable for the damages suffered by the Representative Plaintiff and each of the Class Members;

CONDEMN the Defendants solidarily to pay to each of the Class Members compensatory damages, including without limitation the purchase price of the HP Printer, the purchase price of not yet depleted non-HP replacement ink cartridges and other disbursements or out-of-pocket expenses, loss of time, loss of profit, loss of goodwill, inconvenience, and

ORDER collective recovery of these sums;

CONDEMN the Defendants solidarily to pay to each of the Class Members a sum to be determined by the Court in punitive and/or exemplary damages, and **ORDER** collective recovery of these sums;

CONDEMN the Defendants solidarily to pay interest and additional indemnity on the above sums according to the Law from the date of service of the application for authorization to institute a class action;

ORDER the Defendants to deposit in the office of this Court the totality of the sums which forms part of the collective recovery, with interest, additional indemnity, 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 Defendants solidarily to bear the costs of the present action including experts' fees and notice fees;

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

THE WHOLE with interest and additional indemnity provided for in the Civil Code of Quebec and with full legal costs and expenses including expert's fee and publication fees to advise members;

DECLARE that all Class Members who have not requested their exclusion from the Group in the prescribed delay to be bound by any judgment to be rendered on the class action to be instituted;

FIX the time limit for opting out of the class at thirty (30) days from the date of the publication or notification 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., within sixty (60) days from the judgment to be rendered herein in LA PRESSE and the NATIONAL POST, and **ORDER** Respondents to pay for all said publication/notification costs;

ORDER that said notice be posted and available on the Respondents' websites, Facebook page(s), and Twitter account(s), with a link stating "Important notice to all past or present purchasers/users of HP Office Jet Pro printers and/or compatible ink cartridges;

THE WHOLE with legal costs including all publication costs.

MONTREAL, SEPTEMBER 26, 2016
LEX GROUP INC.

(S) David Assor

Per: David Assor
Attorneys for Petitioner