

CANADA

PROVINCE OF QUÉBEC
DISTRICT OF MONTREAL

(Class Action)
SUPERIOR COURT

No : 500-06-000777-157

MARTIN ROBICHAUD

Representative / Plaintiff

v.

INTRAWEST ULC

Defendant

NOTICE TO THE CLASS MEMBERS

1. TAKE NOTICE that the Honourable Anne Jacob, of the Superior Court in the district of Montreal, authorized Plaintiff Martin Robichaud to exercise a class action against Intrawest ULC (“**Intrawest**”), by judgment rendered March 20, 2018, in the file number 500-06-000777-157, on behalf of all individuals included in the following class:

All natural persons who purchased Club Intrawest points in Quebec from Intrawest ULC, or from one of its subsidiaries or related companies, with the exception of those who had divested themselves of the points before a mandatory fixed minimum resale price for the points was introduced in 2007, which had to be respected for all of the advantages related to the points and to participation in Club Intrawest to be transferred.

(the “**Class**”).

2. The description of the authorized class action is as follows:

An action in reduction of price and compensatory and punitive damages in order to sanction the defendant for its use of prohibited trade practices relating to membership in Club Intrawest, and a claim relating to costs, the amount of which was not precisely indicated in the contract.

3. Martin Robichaud has been appointed representative plaintiff for the exercise of the class action on behalf of the Class. The contact information for his lawyers is as follows:

WOODS LLP

2000 McGill College Avenue
Suite 1700
Montreal, Québec H3A 3H3

Mtre. Eric Bédard: ebedard@woods.qc.ca; 514 982-1736

4. The main issues of fact and law that will be dealt with collectively are the following:
 - a) Has Intrawest ULC engaged in prohibited trade practices against members?
 - b) Were the fees claimed from members valid under the CPA?
 - c) If applicable, should Intrawest ULC reimburse the fees to the members?
 - d) Considering Intrawest's breaches of the CPA, if any, are members entitled to the reduction of their obligation with regard to the acquisition of the points?
 - e) If so, what is the reduction?
 - f) Are members entitled to punitive damages for Intrawest's breaches of the CPA by Intrawest?
 - g) In the alternative, are the clauses that govern the ability of members to terminate their contractual relationship with Intrawest and the latter's conduct in implementing them abusive in nature and effect?

5. The conclusions sought in relation to these issues are the following:
 - a) **ORDER** the collective recovery according to articles 595 to 598 of the *Québec Code of Civil Procedure* of the amount of the claims described below;
 - b) **CONDEMN** Intrawest ULC to reimburse to each member the amount of fees that they paid as annual resort dues, with interest at the legal rate and the additional indemnity provided for in article 1619 of the *Civil Code of Québec* from the date of service of the application for authorization to institute a class action and of attribution of the status of representative, namely December 30, 2015;
 - c) **CONDEMN** Intrawest ULC to pay to each member an amount equal to 75% of what they paid, *sauf à parfaire*, to become a member of Club Intrawest, as a reduction in the sales price, with interest at the legal rate and the additional indemnity provided for in article 1619 of the *Civil Code of Québec* from December 30, 2015;

- d) **CONDEMN** Intrawest ULC to pay to each member the sum of \$5,000 in punitive damages, with interest at the legal rate and the additional indemnity provided for in article 1619 of the *Civil Code of Québec* from December 30, 2015;
- e) **CONDEMN** Intrawest ULC to any other appropriate remedy deemed fair and reasonable;
6. A member who already instituted an application originating proceeding with the same object as the class action is deemed excluded from the Class if the application is not discontinued before the expiry of the opting-out period.
7. A member who has not already instituted an application originating proceeding with the same object as the class action can be excluded from the Class by notifying the office of the Superior Court in the district of Montreal by registered or certified mail before the expiry of the opting-out period.
8. The opting-out of a Class member who has acquired Club Intrawest points jointly with another Class member only applies to the share of the member who opted-out.
9. The opting-out period for the Class will expire on March 30, 2019, except with special permission of the Court.
10. All members that are part of the Class will be bound by any judgment to be rendered in the class action.
11. A Class member may seek to intervene. Such intervention will be accepted by the Court if it is considered useful to the Class. An intervening member may be required to submit to a pre-trial examination on request by Intrawest ULC. A member who does not intervene in the class action cannot be required to submit to a pre-trial examination unless the Court considers it necessary.
12. A Class member other than a representative or an intervenor cannot be called on to pay legal costs arising from the class action.
13. The proceedings and other important documents relating to the class action can be consulted on the following websites:
- The website of the central registry of class actions: www.tribunaux.qc.ca
 - The website of the representative's lawyers: www.classactions.ca

THE PUBLICATION OF THIS NOTICE WAS ORDERED BY THE COURT