

CANADA  
PROVINCE OF QUEBEC  
DISTRICT OF MONTRÉAL

(Class Action)

**SUPERIOR COURT**

**N° 500-06-000197-034**

**RÉAL MARCOTTE  
BERNARD LAPARÉ**

Plaintiffs

v.

**BANQUE DE MONTRÉAL  
BANQUE ROYALE DU CANADA  
BANQUE TORONTO-DOMINION  
BANQUE CANADIENNE IMPÉRIALE DE  
COMMERCE  
BANQUE NATIONALE DU CANADA  
BANQUE LAURENTIENNE DU CANADA  
AMEX BANK OF CANADA  
CITIBANQUE CANADA**

Defendants

-and-

**PROCUREUR GÉNÉRAL DU QUÉBEC**

Mis en cause

-and-

**LE PRÉSIDENT DE L'OFFICE DE LA  
PROTECTION DU CONSOMMATEUR**

Intervener

Hereafter : "Banks Class Action"

**N° 500-06-000223-046**

**RÉAL MARCOTTE**

Plaintiff

v.

**FÉDÉRATION DES CAISSES  
DESJARDINS DU QUÉBEC**

Defendant

-and-

**PROCUREUR GÉNÉRAL DU QUÉBEC**

Mis en cause

-and-

**LE PRÉSIDENT DE L'OFFICE DE LA  
PROTECTION DU CONSOMMATEUR**

Intervener

Hereafter : "Desjardins Class Action"

**NOTICE TO MEMBERS**

TAKE NOTICE that by judgement rendered by Mr. Justice Clément Gascon of the Superior Court of Quebec on March 14, 2008, the descriptions of the groups of the two above-mentioned class actions, which had previously been authorized, were modified to extend the period covered. The classes are now defined as follows:

**In the Banks Class Action :**

*All consumers holding a credit card issued by one of the Defendants to whom fees were charged between April 17, 2000 and December 31, 2007 for transactions made in foreign currencies before the end of a 21 day period following the sending of a statement of account.*

**In the Desjardins Class Action :**

*All consumers holding a credit card issued by the Defendant to whom fees were charged between April 17, 2000 and December 31, 2007 for transactions made in foreign currencies before the end of a 21 day period following the sending of a statement of account.*

**1. The main questions of fact and law to be dealt with collectively are as follows:**

**In the Banks Class Action:**

Were the fees charged to members of the group by Defendants for transactions in foreign currencies from April 17, 2000 to December 31, 2007 charged illegally?

Must the Defendants refund the members of the group the fees charged illegally for foreign currency transactions?

Can the members of the group recover damages for trouble and inconvenience, and if so, what amount can each member recover?

Can the members of the group recover exemplary damages, and if so, what amount can each member recover?

**In the Desjardins Class Action:**

Were the fees charged to members of the group by Defendant for transactions in foreign currencies from April 17, 2000 to December 31, 2007 charged illegally?

Can the members of the group recover damages for trouble and inconvenience, and if so, what amount can each member recover?

Can the members of the group recover exemplary damages, and if so, what amount can each member recover?

2. Members of the group will be bound by any judgment to be rendered in the class actions, unless they exclude themselves by notifying the Clerk of the Superior Court of Quebec, district of Montreal of such exclusion by registered or certified mail, at 1 Notre-Dame St. East, Montreal, Quebec, H2Y 1B6, before June 9, 2008.
3. The full text of the notice to members is available at the Office of the Superior Court of Quebec, district of Montreal, and on the website of the Plaintiffs' attorneys: [www.trudeljohnston.com](http://www.trudeljohnston.com). In the event that this notice differs from the full text, the latter shall prevail.

**To obtain more information on the present class actions:**

**Trudel & Johnston**

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