

C A N A D A

(Class Action)

PROVINCE OF QUEBEC
DISTRICT OF MONTREAL

SUPERIOR COURT

N^o : 500-06-000004-263

D. O.

Plaintiff

vs.

HYDRO-QUÉBEC., legal person duly constituted according to the *Hydro-Québec Act, Chapter H-5*, having its head office at 75, Boul. René-Lévesque Ouest, in the City and District of Montreal, Province of Quebec, H2Z 1A7;

Defendant

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

**TO ONE OF THE HONOURABLE JUDGES 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 January 24, 2026 and lasting multiple days (and not yet fully reestablished as at the date of this Original Application for Authorization on Wednesday, January 28, 2026).
5. Indeed, as of the date of this Original Application, the Outage is 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.
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 affecting the same sector, including without limitation the Plaintiff and the other the Class Members in Cote-Saint-Luc, lasting for many days (and 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 Plaintiff and other 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.
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 suffered 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.
14. Some Class Members including Plaintiff 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.
15. At least one person died during and as a result of the Outage (lack of heating) and others were hospitalized or otherwise required medical attention. These Class Members and/or the estates have a claim against Defendant for 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.
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.

18. Plaintiffs invoke *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, 2098, 2100 of the *Civil Code of Quebec*, LRQ, c C-1991;
 - b) Sections 1, 2, 10, 16, 34, 37, 40 and following, 219, 272 of the *Consumer Protection Act*, CQLR c P-40.1;
 - c) Sections 5 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 are 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.
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 has a wife and 3 children which live at his above-listed address in the City of Cote Saint Luc, Quebec.
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. As mentioned above, Plaintiff experienced the complete Outage starting the morning of January 24, 2026.
29. Plaintiff first believed and relied upon Defendant's online representations that the power would be reestablished that same day by 7 PM. He and his family did not move out immediately that same day as a result of these lies and misrepresentations.
30. However, by the end of that day (after 7PM) and considering that Defendant was continuously changing the misrepresented date and time that the power would be reestablished, Plaintiff had to move out of his house since it had gotten way too cold and uninhabitable (and therefore unsafe).
31. Plaintiff files certain screenshots he took during the Outage wherein Defendant lied and misrepresented the time of power reestablishment, as **Exhibit AP-3**.
32. After 7 PM on January 24, 2026, Plaintiff had no other alternative but to move his entire family to a friend's duplex in Cote Saint-Luc which still had power (which was significantly too small for a family of five but less expensive than a hotel) and Plaintiff incurred rental costs for this location, in the amount **\$150-\$200 per day**, *sauf à parfaire*, which he claims from Defendant.
33. Plaintiff was only able to return to his home (with his family) over 60 hours later, namely on Tuesday, January 27, 2026, since the power had only been reestablished during the previous night and the heating system took many hours to reestablish a livable temperature and environment.
34. As of the date of this Application on January 28, 2026, Plaintiff's house still did not have hot water, once again due to the Outage and causing additional inconvenience and stress.
35. Plaintiff's outdoor jacuzzi was also disconnected from power during the Outage and is damaged, Plaintiff claiming from Defendant the amount of **\$13,000** in this regard, *sauf à parfaire*.
36. In addition, Plaintiff and his family lost approximately **\$500** *sauf à parfaire* in food that was spoiled and was required to be thrown out as result of the Outage, which Plaintiff claims from Defendant.
37. Plaintiff and his family also had to eat in restaurants during and as a result of the Outage,

namely for a total of **\$1,000**, *sauf à parfaire*, which he claims from Defendant.

38. Plaintiff claims **\$5,000 in moral damages** from Defendant on his behalf, and claims the same amount on behalf of each of his minor children, 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, including his wife, **\$5,000 in moral damages** for each Class Member.
40. Plaintiff claims on his behalf, on behalf of his three children, and on behalf of the Class Members, a total of **\$7,500 in punitive damages** each, 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 to 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.

- 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,

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, January 28, 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

SUMMONS

(Articles 145 and following C.C.P.)

Filing of a judicial application

Take notice that the Plaintiff(s) has filed this application in the office of the Superior Court of Quebec in the judicial district of Montreal.

Defendant's answer

You must answer the application in writing, personally or through a lawyer, at the courthouse of Montreal, situated at 1, Notre-Dame Est, Montréal, Québec within 15 days of service of the application or, if you have no domicile, residence or establishment in Québec, within 30 days. The answer must be notified to the Plaintiff's lawyer or, if the Plaintiff is not represented, to the Plaintiff.

Failure to answer

If you fail to answer within the time limit of 15 or 30 days, as applicable, a default judgment may be rendered against you without further notice and you may, according to the circumstances, be required to pay the legal costs.

Content of answer

In your answer, you must state your intention to:

- negotiate a settlement;
- propose mediation to resolve the dispute;
- defend the application and, in the cases required by the Code, cooperate with the Plaintiff in preparing the case protocol that is to govern the conduct of the proceeding. The protocol must be filed with the court office in the district specified above within 45 days after service of the summons or, in family matters or if you have no domicile, residence or establishment in Québec, within 3 months after service;
- propose a settlement conference.

The answer to the summons must include your contact information and, if you are represented by a lawyer, the lawyer's name and contact information.

Change of judicial district

You may ask the court to refer the originating application to the district of your domicile or residence, or of your elected domicile or the district designated by an agreement with the Plaintiff.

If the application pertains to an employment contract, consumer contract or insurance contract, or to the exercise of a hypothecary right on an immovable serving as your main residence, and if you are the employee, consumer, insured person, beneficiary of the insurance contract or hypothecary debtor, you may ask for a referral to the district of your domicile or residence or the district where the immovable is situated or the loss occurred. The request must be filed with the special clerk of the district of territorial jurisdiction after it has been notified to the other parties and to the office of the court already seized of the originating application.

Transfer of application to Small Claims Division

If you qualify to act as a Plaintiff under the rules governing the recovery of small claims, you may also contact the clerk of the court to request that the application be processed according to those rules. If you make this request, the Plaintiff's legal costs will not exceed those prescribed for the recovery of small claims.

Calling to a case management conference

Within 20 days after the case protocol mentioned above is filed, the court may call you to a case management conference to ensure the orderly progress of the proceeding. Failing this, the protocol is presumed to be accepted.

Exhibits supporting the application

In support of the application, the Plaintiff intends to use the following exhibits:

Exhibit AP-1: 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;

Exhibit AP-2: *En liasse*, various news articles reporting on the Outage;

Exhibit AP-3: Plaintiff's screenshots.

These exhibits are available on request.

Notice of presentation of an application

If the application is an application in the course of a proceeding or an application under Book III, V, excepting an application in family matters mentioned in article 409, or VI of the Code, the establishment of a case protocol is not required; however, the application must be accompanied by a notice stating the date and time it is to be presented.

DO GOVERN YOURSELF ACCORDINGLY.

MONTREAL, January 28, 2026

(s) *Lex Group Inc.*

Lex Group Inc.
Per: David Assor
Class Counsel / Attorneys for Plaintiff

NOTICE OF PRESENTATION

(Article 223 of the Superior Court's Directives for the Montreal District)

TO:

HYDRO-QUÉBEC., legal person duly constituted according to the *Hydro-Québec Act, Chapter H-5*, having its head office at 75, Boul. René-Lévesque Ouest, in the City and District of Montreal, Province of Quebec, H2Z 1A7

Defendant

TAKE NOTICE that the present Application for Authorization to Institute a Class Action will be presented before the Superior Court, at the Montreal Courthouse located at 1 Notre-Dame Street East, in the city and district of Montreal, at a date to be determined by the coordinating Judge of the class actions division.

MONTREAL, January 28, 2026

(s) Lex Group Inc.

Lex Group Inc.
Per: David Assor
Class Counsel / Attorneys for Plaintiff

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

D.O.

Plaintiff

vs.

HYDRO-QUÉBEC

Defendant

APPLICATION FOR AUTHORIZATION TO
INSTITUTE A CLASS ACTION

ORIGINAL

Me David Assor



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