

CANADA

PROVINCE OF QUEBEC
DISTRICT OF MONTREAL

NO: 500-06-000578-118

(Class Action)
SUPERIOR COURT

M. SCHNURBACH

Petitioner

-vs.-

FULL TILT POKER LTD., legal person duly incorporated, having its head office at 10866 Wilshire Boulevard, 4th Floor, Los Angeles, California, 90024, USA

TILTWARE LLC, KOLYMA CORPORATION A.V.V., POCKET KINGS LTD., POKET KINGS CONSULTING LTD., FILCO LTD., VANTAGE LTD., RANSTON LTD., MAIL MEDIA LTD., care of E. NIKI WARIN, attorney at COZEN O'CONNER, practicing her profession at 45 Broadway, 16th Floor, New York, New York, 10006, USA

HOWARD LEDERER, CHRIS FERGUSON, JENNIFER HARMAN-TRANIELLO, ERICK LINDGREN, ERICK SEIDEL, ANDREW BLOCH, MIKE MATUSOW, and **ALLEN CUNNINGHAM**, care of ALAIN JEFFREY IFRAH, attorney at IFRAH PLLC, practising his profession at 1717 Pennsylvania Avenue, Suite 650, Washington, D.C., 20006-2004, USA

JOHNSON JUANDA, care of JASON M. KORAL, attorney at COOLEY GODWARD KRONISH LLP, practising his profession at 1114 Avenue of the Americas, New York, New York, 10036-7798, USA

RAYMOND BITAR, domiciled and residing at 501 Gordon Highlands Road, Glendora, California, 91741, USA

NELSON BURTNICK, domiciled and residing at 10866 Wilshire Boulevard, 4th Floor, Los Angeles, California, 90024, USA

PHILIP IVEY JR., domiciled and residing at 9103 Alta Drive, #1601, Las Vegas, Nevada, 89145, USA

Respondents

**MOTION TO AUTHORIZE THE BRINGING OF A CLASS ACTION
&
TO ASCRIBE THE STATUS OF REPRESENTATIVE
(Art. 1002 C.C.P. and following)**

TO ONE OF THE HONOURABLE JUSTICES OF THE SUPERIOR COURT,
SITTING IN AND FOR THE DISTRICT OF MONTREAL, YOUR PETITIONER
STATES AS FOLLOWS:

I. GENERAL PRESENTATION

A) THE ACTION

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

- all residents in Canada who have money being held in their Full Tilt Poker Player Accounts since approximately June 30th 2011, or any other group to be determined by the Court;

Alternately (or as a subclass)

- all residents in Quebec who have money being held in their Full Tilt Poker Player Accounts since approximately June 30th 2011, or any other group to be determined by the Court;

2. The present action involves the Respondents' illegal freezing of Class Members' money that is kept in their internet poker player's accounts accessible through the website www.fulltiltpoker.com;

B) THE RESPONDENTS

3. Full Tilt is the umbrella entity behind the Full Tilt Poker website (www.fulltiltpoker.com), the Full Tilt Poker brand, the Full Tilt Team of professional poker players, and numerous companies and individuals that operate for and under the umbrella entity (together being referred to herein as "Full Tilt");
4. Respondent Full Tilt Poker Ltd. ("FTPL") is the corporate entity with which the members of the Full Tilt Team have contracted. FTPL has participated in and/or directed the conduct of Full Tilt;
5. Respondent Tiltware LLC ("Tiltware") is a corporate entity and the exclusive poker software developer and licensor for Full Tilt. Tiltware is also the Full Tilt marketing wing. Tiltware has participated in and/or directed the conduct of Full Tilt. Tiltware is the parent company of Pocket Kings Ltd., Pocket Kings Consulting Ltd., and Filco Ltd.;
6. Respondent Vantage, Ltd. ("Vantage") is a corporate entity with which users of the Full Tilt website, including, specifically, "persons situated in North America," enter into an "End User License Agreement." That Agreement states: "Adult users of all skill levels who are situated in North America can download the proprietary gaming software needed to participate in poker tournaments and to play online interactive games of poker for real money at www.fulltiltpoker.com. Vantage owns Swiss bank accounts that contain players' funds. Vantage has participated in and/or directed the conduct of Full Tilt. Vantage, operating under the Full Tilt Poker brand name, is also a licensee of the Alderney Gambling Control Commission. By virtue of its license, Vantage is licensed, on behalf of Full Tilt, to register new customers, accept deposits from new and existing customers, permit withdrawal of funds by existing customers and permit participation by customers in gambling transactions and game play;
7. Respondent Filco Ltd. ("Filco") is a corporate entity that holds or held, at all or some relevant time(s), the "eGambling" license issued by the Alderney Gambling Control Commission. Filco has participated in and/or directed the conduct of Full Tilt. Filco is a related company to Pocket Kings Ltd. and Filco's corporate parent is Tiltware. As a licensee of the Alderney Gambling Control Commission, Filco is licensed, on behalf of Full Tilt Poker, to register new customers, accept deposits from new and existing customers, permit

withdrawal of funds by existing customers and permit participation by customers in gambling transactions and game play;

8. Respondent Kolyma Corporation A.V.V. ("Kolyma") is a corporate entity and the legal owner of the Full Tilt website. Kolyma has participated in and/or directed the conduct of Full Tilt;
9. Respondent Pocket Kings Ltd. ("Pocket Kings") is a corporate entity and is responsible for operating the Full Tilt website. Pocket Kings has at all or some relevant time(s) provided "[t]echnology and [m]arketing consulting services to the online poker industry and one of the fastest growing poker sites, Full Tilt Poker." Pocket Kings is has participated in and/or directed the conduct of Full Tilt. Pocket Kings' parent company is Tiltware. Pocket Kings is a related company to Filco and Pocket Kings Consulting Ltd;
10. Respondent Pocket Kings Consulting Ltd. ("Pocket Kings Consulting") is a corporate entity and is a related company to Pocket Kings and Filco. Pocket Kings Consulting is the exclusive consultant to Full Tilt Poker. Pocket Kings Consulting has participated in and/or directed the conduct of Full Tilt;
11. Respondent Ranston Ltd. ("Ranston") is a corporate entity in whose name Full Tilt Poker funds are held in Switzerland. Ranston has participated in and/or directed the conduct of Full Tilt
12. Respondent Mail Media Ltd. ("Mail Media") is a corporate entity in whose name Full Tilt funds are held in Switzerland. Mail Media has participated in and/or directed the conduct of Full Tilt;
13. Respondent Raymond Bitar ("Bitar") is an individual and a member of Full Tilt. Bitar is, and at all or some relevant time(s) has been, a shareholder and director of Full Tilt and/or one or more related entities. Bitar is and/or was CEO of Tiltware LLC since its founding in 2003 and Bitar is one of only two directors of Tiltware LLC. A warrant for Bitar's arrest was issued in connection with the Department of Justice's ongoing prosecution of racketeering activity by individuals associated with Full Tilt on April 15, 2011;
14. Respondent Nelson Burtnick ("Burtnick") is an individual and a member of Full Tilt. Starting in 2009, Burtnick was an employee of Full Tilt Poker Ltd. and the head of the payment processing department for Full Tilt (and/or its related entities). Burtnick has directed or otherwise participated in the conduct of Full Tilt's affairs, especially with respect to payment processing activity. A warrant for Burtnick's arrest was issued in connection with the Department of Justice's ongoing prosecution of racketeering activity by individuals associated with Full Tilt on April 15, 2011;



15. Respondents Howard Lederer ("Lederer"), Phillip Ivey Jr. ("Ivey"), Christopher Ferguson ("Ferguson"), Johnson Juanda ("Juanda"), Jennifer Harman-Traniello ("Harman"), Erick Lindgren ("Lindgren"), Erik Seidel ("Seidel"), Andrew Bloch ("Bloch"), Mike Matusow ("Matusow"), Allen Cunningham ("Cunningham") are individuals and members of Full Tilt. At all or some relevant time(s), each person is or has been a shareholder and director of, and/or a participant in, Full Tilt and/or one or more Full Tilt related entities. They are all professional poker player themselves and members of Team Full Tilt. As a member of the Team, they represent the Full Tilt brand in poker-related events all over the world, wearing clothing and accessories that bear the easily recognizable Full Tilt Poker patch;
16. Respondent Lederer is also a founder and creator of the Full Tilt Poker site and brand, and is and/or was President of Tiltware LLC, the software developer and licensor of the proprietary Full Tilt Poker software;
17. Respondent Ivey is also a founder of the Full Tilt Poker site and brand. Ivey is said to hold at least a 5% stake in the Full Tilt venture;
18. Respondent Ferguson is also a founder of the Full Tilt Poker site and brand;
19. Given the close ties between the Respondents and considering the preceding, all Respondents are solidarily liable for the acts and omissions of the other. Unless the context indicates otherwise, all Respondents will be referred to as "Full Tilt" for the purposes hereof;

C) THE SITUATION

20. Full Tilt is an online poker venture where players can gamble real money. Players access Full Tilt's online card rooms via the Full Tilt software, which is exclusively available for download from www.fulltiltpoker.com;
21. Full Tilt customers who played for real money on the Full Tilt website are required to maintain a Player Account. Full Tilt customers can deposit their funds into their personal Player Accounts through a number of methods, including credit and debit card transactions and wire transfers. The deposited funds are held by Full Tilt in escrow in accounts that are accessible to the players at all times through their Full Tilt Player Accounts. The funds remain, at all times, however, the property of the account holder who deposited them, even though Full Tilt serves as a custodian. Upon establishing their Player Accounts and depositing money into their Player Accounts, Full Tilt customers are free to play for real money in Full Tilt Poker card rooms with players from all over the world and even with professional poker legends sponsored by Full Tilt.

22. When players wish to withdraw the funds in their account, they did so with ease by navigating to a prominent button on the player's screen entitled "cashier", selecting a withdrawal amount, and selecting a method of withdrawal. The player would either get a credit on his credit card, a wire transfer to the player's bank account, or a paper cheque. Nevertheless, player's would often keep substantial balances in their accounts;
23. Starting in or about 2001, Visa and MasterCard began requiring that internet gambling providers use a particular transaction code for internet gambling transactions. The purpose of this requirement was so the card issuer could identify those transactions and choose whether to approve or deny them;
24. By 2002, U.S. banks that issued credit cards to U.S. consumers were becoming increasingly reluctant to extend credit to customers for internet gambling purposes and began declining transactions bearing the internet gambling code as a matter of policy;
25. On October 13th 2006, the Unlawful Internet Gambling Enforcement Act of 2006 (18 U.S.C.S. § 5361 et. seq.) [UIGEA] was signed into law in the United States, making it illegal under U.S. federal law for a business to knowingly accept most forms of payment "in connection with the participation of another person in unlawful internet gambling." While many internet poker providers left the U.S. market upon passage of the UIGEA, Full Tilt did not;
26. As the credit card issuers ceased processing their transactions, Full Tilt responded with deception and lies in order to maintain their share of the enormous U.S. market;
27. One approach undertaken by Full Tilt was to direct and pay third party payment processors to lie to U.S. banks about the nature of the internet gambling transactions. Full Tilt directed third party processors to apply incorrect codes (or no codes at all) to the transactions at issue in order to fool U.S. banks into believing that the transactions were unrelated to any internet gambling scheme;
28. Another means by which Full Tilt deceived the banks and credit card issuers was to set up fake companies to process Visa and MasterCard transactions for them. These companies were deliberately named and positioned so as not to arouse suspicion. Companies with names like "Arrow Checks," "TLC Global," and "Eastern Expressions" processed thousands of internet gambling transactions without the appropriate codes;
29. In addition, the UIGEA prevented Full Tilt from opening U.S. bank accounts, which were necessary for electronic cheque ("eCheck") processing. An eCheck is an electronic funds transfer to and from U.S. bank accounts. These are processed through the Automated Clearinghouse ("ACH") which is



administered by the Federal Reserve. Full Tilt responded in a similar pattern of deception and lies;

30. Full Tilt engaged third party processors to process eCheck transactions for Full Tilt. Those eCheck processors lied about the nature of the transactions to the banks, representing that the eCheck transactions were for legitimate e-commerce purposes and not for internet gambling;
31. Full Tilt was complicit in creating phony companies, even going so far as to put up fake websites for their innocuously-named front organizations, in order to deceive any bank investigators into believing the eCheck transactions were for regular e-commerce merchants and not for any gambling related purpose;
32. This all came to a head when, on April 15th 2011, the U.S. Attorney for the Southern District of New York seized the assets of the "Big Three" internet poker companies operating in the United States (Full Tilt Poker, PokerStars, and Absolute Poker). Arrest warrants were issued for certain founders of these companies for, among other offenses, money laundering, conspiracy to commit wire fraud, and conspiracy to commit bank fraud. The Department of Justice ("DOJ") also filed a civil suit against the three companies for in rem forfeiture of all assets and proceeds derived from the illegal acts in which these companies allegedly engaged. The DOJ Civil Complaint, 11-Civ-2564 (S.D.N.Y., April 15, 2011) and the DOJ Superseding Indictment, 10-CR-336 (S.D.N.Y., filed under seal March 10, 2011, unsealed April 14, 2011) are produced herein respectively as **Exhibit R-1** and **Exhibit R-2**;
33. Since April 15th 2011, known as "Black Friday" in the poker industry, U.S. players with Full Tilt Player Accounts have been denied access to their own funds;
34. On April 19th 2011, the U.S. Attorney for the Southern District of New York entered into an agreement with Full Tilt Poker to allow them to continue using and operating the internet domain www.fulltiltpoker.com with regard to Canadian residents in the following manner:

"The Agreement does not prohibit, and, in fact, expressly allows for, FTP to provide for, and facilitate, players outside of the United States to engage in playing online poker for real money through the Domain, or any other domain names, sub-domain names, websites, or Internet-based means of communication under the control of FTP."

the whole as appears more fully from a copy of said agreement, produced herein as **Exhibit R-3**;

35. The Agreement (R-3) also allowed for Full Tilt to return U.S. players' money in the following manner:

“This Agreement does not prohibit, and, in fact, expressly allows for, FTP to utilize the Domain (and any other forms of communication) to facilitate the withdrawal of U.S. players' funds held in account with FTP. While withdrawal of funds is expressly permitted, the deposit of funds by U.S. players is expressly prohibited. FTP agrees that any financial transactions with players located in the United States shall be strictly limited to the return of those players' funds held in account with FTP.”

Despite this, Full Tilt has not returned to U.S. players their own money being held in their player accounts;

36. On June 29th 2011, the gaming commission of Alderney, the British Channel Island where Full Tilt holds a gaming license, suspended its license, and overnight Full Tilt shut down its internet card rooms, which had remained open since April 15th 2011 to non-U.S. players and to U.S. players not playing for real money;

37. Since that time, Full Tilt Poker has not permitted Canadian players, or any other players for that matter, to make cash out requests, completely denying them access to their own Player Accounts and to their own funds;

38. Nevertheless, Full Tilt's website continues to represent to players that money in their Full Tilt accounts will be “safe and secure.” Specifically, the webpage stated:

“If you're looking to get the most out of your online poker experience, Full Tilt Poker offers a wide selection of real money ring games and tournaments for your enjoyment. What's more, Full Tilt Poker works hard to ensure that playing for real money is safe, easy, and secure by:

- Providing a variety of safe and secure payment processors to make depositing money fast and easy.
- Ensuring any money you have on deposit with Full Tilt Poker is safe and secure.
- Protecting your valuable personal information.
- Processing withdrawals quickly and efficiently.”

39. As of April 2011, Full Tilt held approximately \$150 million of players' money. In addition, this money was commingled with Full Tilt's own funds and was not segregated, although individual Player Account balances were provided online;

40. The company Terricorp Inc., doing business as “TLC Global”, and which acted as a third party processor for Full Tilt, has the following accounts in Canada, namely:

- a) account numbered 27554003786 held at Royal Bank of Canada
- b) account numbered 27554003760 held at Royal Bank of Canada
- c) account numbered 27554001038 held at Royal Bank of Canada
- d) account numbered 27551017789 held at Royal Bank of Canada
- e) account numbered 104773862842 held at Bendix Foreign Exchange, Toronto, Ontario;

II. FACTS GIVING RISE TO AN INDIVIDUAL ACTION BY THE PETITIONER

- 41. The Petitioner has been an online poker player at www.fulltiltpoker.com since approximately 2003. He has downloaded the software and has been playing online poker with real money at a frequency of around every six (6) months;
- 42. As of June 30th 2011, the Petitioner has a balance in his player account of anywhere between \$1 to \$5 dollars, which he has been unable to access and withdraw due to Full Tilt having frozen his money;
- 43. The Petitioner is also aware, through his own internet research, that at least two (2) class action against Full Tilt Poker have been taken in the USA based on the same issues that he has experienced, the whole as appears more fully from a copy of said Class Action Complaints, produced herein *en liasse* as **Exhibit R-4**;
- 44. Petitioner's damages are a direct and proximate result of the Respondents' conduct;
- 45. In consequence of the foregoing, Petitioner is justified in claiming damages;

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

- 46. Every member of the class has had their money frozen and have been denied access to their Full Tilt Player Accounts;
- 47. All of the damages to the class members are a direct and proximate result of the Respondents' conduct;
- 48. In consequence of the foregoing, members of the class are justified in claiming damages;

IV. CONDITIONS REQUIRED TO INSTITUTE A CLASS ACTION

- A) The composition of the class renders the application of articles 59 or 67 C.C.P. difficult or impractical
49. Online poker at www.fulltiltpoker.com is widespread across Canada and Quebec;
50. Petitioner is unaware of the specific number of persons who possess player accounts at www.fulltiltpoker.com, however, it is safe to estimate that it is in the tens of thousands (if not hundreds of thousands);
51. Class members are numerous and are scattered across the entire province and country;
52. 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 Respondents would increase delay and expense to all parties and to the court system;
53. Also, a multitude of actions instituted in different jurisdictions, both territorial (different provinces) and judicial districts (same province), risks having contradictory judgements on questions of fact and law that are similar or related to all members of the class;
54. These facts demonstrate that it would be impractical, if not impossible, to contact each and every member of the class to obtain mandates and to join them in one action;
55. In these circumstances, a class action is the only appropriate procedure for all of the members of the class to effectively pursue their respective rights and have access to justice;
- B) The questions of fact and law which are identical, similar, or related with respect to each of the class members with regard to the Respondents and that which the Petitioner wishes to have adjudicated upon by this class action
56. Individual questions, if any, pale by comparison to the numerous common questions that predominate;
57. The damages sustained by the class members flow, in each instance, from a common nucleus of operative facts, namely, Respondents' misconduct;



58. The recourses of the members raise identical, similar or related questions of fact or law, namely:
- a) Did the Respondents block access to Class Members' Full Tilt Player Accounts?
 - b) Have the Respondents refused to return Class Member's own money that they were entrusted with to hold?
 - c) Whether all of the Respondents participated in the conduct or the affairs of Full Tilt, and, if so what was the nature of such participation?
 - d) Should the Respondents be ordered to return any and all sums of money that is in Class Member's Player Accounts?
 - e) Are the Respondents liable to pay compensatory, moral, punitive and/or exemplary damages to Class Members, and, if so, in what amount?
59. The interests of justice favour that this motion be granted in accordance with its conclusions;

V. NATURE OF THE ACTION AND CONCLUSIONS SOUGHT

60. The action that the Petitioner wishes to institute on behalf of the members of the class is an action in damages;
61. The conclusions that the Petitioner wishes to introduce by way of a motion to institute proceedings are:

GRANT the class action of the Petitioner and each of the members of the class;

DECLARE the Defendants solidarily liable for the damages of the Petitioner and each of the members of the class;

CONDEMN the Defendants to pay to each member of the class the amount of money that is in their Player Accounts, and ORDER collective recovery of these sums;

CONDEMN the Defendants to pay to each of the members of the class, punitive damages, and ORDER collective recovery of these sums;

CONDEMN the Defendants to pay interest and additional indemnity on the above sums according to law from the date of service of the motion to authorize 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 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 to bear the costs of the present action including expert and notice fees;

RENDER any other order that this Honourable court shall determine and that is in the interest of the members of the class;

A) The Petitioner requests that he be attributed the status of representative of the Class

62. Petitioner is a member of the class;

63. Petitioner is ready and available to manage and direct the present action in the interest of the members of the class that they wish to represent and is determined to lead the present dossier until a final resolution of the matter, the whole for the benefit of the class, as well as, to dedicate the time necessary for the present action before the Courts of Quebec and the *Fonds d'aide aux recours collectifs*, as the case may be, and to collaborate with his attorneys;

64. Petitioner has the capacity and interest to fairly and adequately protect and represent the interest of the members of the class;

65. Petitioner has given the mandate to his attorneys to obtain all relevant information with respect to the present action and intends to keep informed of all developments;

66. Petitioner, with the assistance of his attorneys, are ready and available to dedicate the time necessary for this action and to collaborate with other members of the class and to keep them informed;

67. Petitioner is in good faith and has instituted this action for the sole goal of having his rights, as well as the rights of other class members, recognized and protecting so that they may be compensated for the damages that they have suffered as a consequence of the Respondents' conduct;

68. Petitioner understands the nature of the action;

69. Petitioner's interests are not antagonistic to those of other members of the class;



B) The Petitioner suggests that this class action be exercised before the Superior Court of justice in the district of Montreal

70. A great number of the members of the class reside in the judicial district of Montreal and in the appeal district of Montreal;

71. The Petitioner's attorneys practice their profession in the judicial district of Montreal;

72. The present motion is well founded in fact and in law.

FOR THESE REASONS, MAY IT PLEASE THE COURT:

GRANT the present motion;

AUTHORIZE the bringing of a class action in the form of a motion to institute proceedings in damages;

ASCRIBE the Petitioner the status of representative of the persons included in the class herein described as:

- all residents in Canada who have money being held in their Full Tilt Poker Player Accounts since approximately June 30th 2011, or any other group to be determined by the Court;

Alternately (or as a subclass)

- all residents in Quebec who have money being held in their Full Tilt Poker Player Accounts since approximately June 30th 2011, or any other group to be determined by the Court;

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

- a) Did the Respondents block access to Class Members' Full Tilt Player Accounts?
- b) Have the Respondents refused to return Class Member's own money that they were entrusted with to hold?
- c) Whether all of the Respondents participated in the conduct or the affairs of Full Tilt, and, if so what was the nature of such participation?
- d) Should the Respondents be ordered to return any and all sums of money that is in Class Member's Player Accounts?

- e) Are the Respondents liable to pay compensatory, moral, punitive and/or exemplary damages to Class Members, and, if so, in what amount?

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

GRANT the class action of the Petitioner and each of the members of the class;

DECLARE the Defendants solidarily liable for the damages of the Petitioner and each of the members of the class;

CONDEMN the Defendants to pay to each member of the class the amount of money that is in their Player Accounts, and ORDER collective recovery of these sums;

CONDEMN the Defendants to pay to each of the members of the class, punitive damages, and ORDER collective recovery of these sums;

CONDEMN the Defendants to pay interest and additional indemnity on the above sums according to law from the date of service of the motion to authorize 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 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 to bear the costs of the present action including expert and notice fees;

RENDER any other order that this Honourable court shall determine and that is in the interest of the members of the class;

DECLARE that all members of the class that have not requested their exclusion, be bound by any judgement to be rendered on the class action to be instituted in the manner provided for by the law;

FIX the delay of exclusion at thirty (30) days from the date of the publication of the notice to the members, date upon which the members of the class that have not exercised their means of exclusion will be bound by any judgement to be rendered herein;

ORDER the publication of a notice to the members of the class in accordance with article 1006 C.C.P. within sixty (60) days from the judgement to be rendered herein in LA PRESSE and the NATIONAL POST;

ORDER that said notice be available on the website www.fulltiltpoker.com with a link stating "Notice to Full Tilt Real Money Players";

RENDER any other order that this Honourable court shall determine and that is in the interest of the members of the class;

THE WHOLE with costs including publications fees.

Montreal, September 7, 2011

(S) Jeff Orenstein

CONSUMER LAW GROUP INC.
Per: Me Jeff Orenstein
Attorneys for the Petitioner