

CANADA

PROVINCE DE QUÉBEC  
DISTRICT DE MONTRÉAL

COUR SUPÉRIEURE  
(Recours collectifs)

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NO : 500-06-000373-064

OPTION CONSOMMATEURS

*Demanderesse*

et

JEAN-FRANÇOIS TREMBLAY *et*

*al.*

*Personnes désignées*

c.

FÉDÉRATION DES CAISSES  
DESJARDINS DU QUÉBEC *et al.*

*Défenderesses*

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ANNEXE « B » - GENERAL NOTICE OF APPROBATION

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**3.4 Million Dollars Settlement  
VISA Desjardins Credit Card Cash Advance Fee Class Action**

A Settlement Agreement has been reached in a class action instituted by Option consommateurs and Mr. Jean-François Tremblay against many financial institutions, including Desjardins, concerning cash advances fees charged on VISA Desjardins' credit cards.

This Settlement Agreement may have an impact on your rights whether you act or not. Please read carefully this Notice.

**BASIC INFORMATION**

**Why is this Notice published?**

The purpose of the Notice is to inform you that Option consommateurs, Mr. Jean-François Tremblay and Desjardins have reached a Settlement Agreement to put an end to the class action. The representatives of the class and their lawyers believe that the Settlement Agreement is the best solution for the class; they will ask the Superior Court of Quebec to approve it.

The Superior Court of Quebec will hold a hearing to determine if it will approve the Settlement Agreement. You can be present at the hearing which is scheduled to be held on August 24, 2011 at 9:30 am in room 2.08 of the Montreal Courthouse, located at 1, Notre-Dame Street East, in Montreal.

**What is the purpose of the class action?**

Prior to April 1, 2007, Desjardins charged to the class members fixed fees for certain cash advance transactions with a VISA Desjardins credit card. Since that date, Desjardins no longer charges cash advance fees.

According to Option consommateurs, credit card cash advance fees were charged in violation of the Consumer Protection Act. Desjardins does not agree with this claim.

**Who is a member of the class?**

You are a member of the class if you meet all of the following conditions:

1. You are a natural person;
2. You held a VISA Desjardins credit card between October 4, 2001, and September 30, 2010, pursuant to a contract made in Quebec;
3. You made a cash advance transaction in Canada or abroad between October 4, 2001, and March 31, 2007;
4. This cash advance transaction was not made for commercial or business purposes; and,
5. You have paid cash advance fees.

## SUMMARY OF THE SETTLEMENT AGREEMENT

### What does the Settlement Agreement provide?

Without admission of liability, for the sole purpose of avoiding further judicial proceedings and the costs associated with an eventual trial, Desjardins accepts to pay an amount of 3.4 million dollars in full and final settlement of the claims of the class members that made a cash advance transaction in Canada or abroad with a VISA Desjardins credit card and that were charged cash advance fees.

### How will the 3.4 Million dollars be distributed?

After subtracting Option consommateurs' legal fees (\$850,000) and an amount to be paid to the *Fonds d'aide aux recours collectifs* (\$240,480), the balance of the amount of 3.4 million dollars will be distributed as follows:

- \$2,039,520 as a direct compensation to the class members;
- \$225,000 as an indirect compensation to the class members. This amount will be shared between Option consommateurs and 29 other non-for-profit organisations in order to contribute to the financing of their activities regarding consumer education on budgeting, credit and debt;
- \$25,000 to Option consommateurs to reimburse the costs incurred to initiate and manage the class action and inform the class members;
- \$20,000 to pay for the publication of the Notices to the class members.

### Am I eligible to receive a compensation?

You have nothing to do to be compensated.

The compensation will be directly paid into the accounts of each member of the groups who still has a VISA Desjardins credit card on August 24, 2011, and for which at least one operation giving rise to the issuance of a statement of account will have been made between August 24, 2011 and the date on which Desjardins will pay the compensation into the account.

## OPTING OUT

If you do not wish to be bound by the Settlement Agreement for any reason or if you consider that you could obtain a greater compensation by taking your own legal action, you must take steps to exclude yourself from the class.

### What happens if I exclude myself from the class?

If you exclude yourself from the class action:

1. You will not receive any compensation;
2. You will not be bound by the class action;
3. You will still have the right to take your own legal action against Desjardins; and,
4. You will not have the right to oppose the Settlement Agreement.

**What happens if I do not exclude myself from the class?**

If you do not exclude yourself from the class:

1. You will receive a compensation directly into your VISA Desjardins credit card account if you are admissible;
2. You will be bound by the class action;
3. You will give up the right to take your own legal action against Desjardins; and
4. You will have the right to oppose the Settlement Agreement.

If you do not exclude yourself from the class and the Settlement Agreement is approved, you give up the right to take legal action against Desjardins regarding the fees that were charged to you pursuant to a cash advance transaction.

**How can I exclude myself from the class?**

To exclude yourself from the class, you must file with the clerk of the Superior Court of Quebec a signed request for exclusion that contains the following information:

1. The class action reference number: 500-06-000373-064;
2. Your name and contact information;
3. Your credit card account number in force at the time you were charged cash advance fees;
4. A declaration stating that you paid cash advance fees between October 4, 2001, and March 31, 2007;

Your request for exclusion must be sent by certified or registered mail before [forty days after the publication of the Notice of Approbation] 2011 to the following address:

Clerk of the Superior Court of Quebec  
MONTRÉAL COURTHOUSE  
1, Notre-Dame Street East  
Suite 1.120  
Montréal (Québec) H2Y 1B5  
Reference: 500-06-000373-064

**OBJECTION TO THE SETTLEMENT AGREEMENT**

You can tell the Court that you do not agree with the Settlement Agreement.

**How can I tell the Court that I do not agree with the Settlement Agreement?**

To state your objection in Court, you must appear at the hearing that will be held on August 24, 2011, at 9:30 am in room 2.08 of the Montreal Courthouse, located at 1, Notre-Dame Street East, in Montreal.

Although you are not obligated to do so, it is suggested that you complete and send before the hearing the Objection Form. The Objection Form can be downloaded from the websites of either Option consommateurs, Option consommateurs' attorneys or Desjardins, or can be obtained by mail (See section « For More Information »).

Please make sure to explain why you do not agree with the Settlement Agreement.

**Do I need a lawyer to object to the Settlement Agreement?**

No. You can object to the Settlement Agreement without having a lawyer. If you wish to have a lawyer, you can hire one at your own expenses.

**If I object to the Settlement Agreement, am I still eligible to receive a compensation?**

Yes. If you state an objection to the Settlement Agreement, but that the Settlement Agreement is nonetheless approved by the Court, you remain eligible to receive a compensation if you are entitled to it.

**FOR MORE INFORMATION**

**How can I obtain more information?**

To obtain more information and to see the Settlement Agreement, its Schedules and its Forms, please go to the following websites:

- Option consommateurs : [www.option-consommateurs.org/en](http://www.option-consommateurs.org/en)
- Lawyers of Option consommateurs : [www.sfpavocats.ca/](http://www.sfpavocats.ca/)
- Desjardins : [www.desjardins.com/en/](http://www.desjardins.com/en/)

No other Notice will be published or distributed in connection with the Settlement Agreement.

In case of discrepancies between this Notice and the Settlement Agreement, the Settlement Agreement prevails.

**The publication of this Notice has been approved by the Court.**

