

CANADA

(Class Action)

PROVINCE OF QUEBEC
DISTRICT OF MONTREAL

SUPERIOR COURT

NO.: 500-06-000905-188

CARLA PACIUCCI

-and-

VALÉRIE CHAMPAGNE

Plaintiffs

vs.

FCA CANADA INC.

Defendant

**APPLICATION TO APPROVE A CLASS ACTION SETTLEMENT AND FOR
APPROVAL OF CLASS COUNSEL FEES**

*(Article 590 C.C.P. and Article 32 of an Act respecting the Fonds d'aide aux actions
collectives, CQLR c. F-3.2.0.1.1.)*

TO THE HONORABLE JUSTICE PIERRE NOLLET OF THE SUPERIOR COURT OF QUEBEC, DISTRICT OF MONTREAL, DESIGNATED TO PRESIDE OVER THE PRESENT CLASS ACTION, THE PLAINTIFFS RESPECTFULLY SUBMIT THE FOLLOWING:

OVERVIEW OF THIS APPLICATION AND RELEVANT FACTS

1. On January 26, 2018, Plaintiff Carla Paciucci commenced and filed her *Application for Authorization to Institute a Class Action*, pursuant to Articles 574 and following of the C.C.P. (the “**Application for Authorization**”), before the Superior Court of Quebec, District of Montreal, against Defendant FCA Canada Inc. (“**FCA**”).
2. The Application for Authorization asserted common latent design and manufacturing defects affecting the door handles of the Fiat 500 vehicles, manufactured and sold by Defendant FCA.
3. Indeed, the lawsuit alleged that the door handle and/or door locking mechanisms of Fiat 500 vehicles (model years 2012 to 2019) are affected by defects which cause the door handles to jam and, in some cases, break or detach from the vehicle (the “**Door Handle Issue**”). The lawsuit claimed, on behalf of class members, compensatory damages including the reimbursement or reduction of the purchase or lease price, repair costs and other disbursements incurred by class members, compensation for loss of time, inconvenience and class members’ loss of use of their vehicles. The lawsuit also claimed punitive damages.
4. FCA filed its Answer on February 20, 2018.
5. FCA then filed an *Application for leave to adduce evidence and to depose the Plaintiff* on April 27, 2018.
6. On November 26, 2018, the Amended Application Authorization to Institute a Class Action was filed *inter alia* adding in a new co-plaintiff Valérie Champagne.

7. FCA then filed an *Amended Application for leave to adduce evidence and to depose the Plaintiffs* on February 15, 2019, which was presented before the Honorable Justice Garry D.D. Morrison on April 8, 2019.
8. On April 18, 2019, the Re-Amended Application Authorization to Institute a Class Action was filed by the Plaintiffs, adding additional new facts and exhibits.
9. By Judgment rendered on May 29, 2019 and rectified on June 4, 2019, the Honorable Justice Garry D.D. Morrison granted in part FCA's Amended Application to adduce evidence, namely authorizing the filing of certain portions of FCA's three (3) proposed affidavits, but dismissing the application to examine the Plaintiffs.
10. FCA therefore filed the sworn statements of Mikael Perrault, Claude Leblanc, and Stuart Shaw, as authorized by the Court.
11. During an October 18, 2019 case management hearing before the Honorable Justice Garry D.D. Morrison, the Plaintiffs requested the right to cross-examine the three (3) FCA affiants on their sworn statements.
12. The Honorable Justice Garry D.D. Morrison rendered his decision on November 1, 2019 authorizing the cross-examinations on the sworn statements of Mikael Perrault and Claude Leblanc. The sworn statement of Stuart Shaw was withdrawn. Accordingly, the Court did not need to consider this affiant.
13. Mikael Perrault was cross-examined on his sworn statement on December 2, 2019, in person at the Saint-Jean-sur-Richelieu Courthouse (as ordered by the Honorable Justice Garry D.D. Morrison).
14. Claude Leblanc was cross-examined on his sworn statement on December 11, 2019, by videoconference (as ordered by the Honorable Justice Garry D.D. Morrison).

15. The undertakings requested during the examinations were provided by FCA thereafter.
16. The authorization hearing was then scheduled for December 9, 2021.
17. However, the parties jointly requested a postponement of said hearing (a) considering the settlement negotiations between the parties and (b) due to the fact that the undersigned's children had been diagnosed with Covid-19.
18. On June 29, 2022, the Honorable Justice Garry D.D. Morrison confirmed that at the end of that month of June 2022, he was resigning from the team handling class action files and that a new Honorable Justice would be assigned to the case.
19. On July 4, 2022, the then coordinating Judge of the Class Actions Division assigned the case to the Honorable Justice Frédéric Pérodeau.
20. The parties were nonetheless continuing their confidential settlement discussions in this file. Having not settled, on November 15, 2022, the undersigned attorneys requested that the authorization hearing be set down.
21. On December 14, 2022, the Honorable Justice Pérodeau replied that "*Par suite de changements à la chambre des actions collectives, le dossier sera assigné à un autre juge qui communiquera avec les parties afin de convenir des prochaines étapes.*". He ultimately transferred the file to the Honorable Justice Dominique Poulin on January 19, 2023.

22. Due to scheduling and hearing dates availability issues, the Honorable Justice Dominique Poulin only scheduled the authorization hearing for the following April 11, 2024.
23. In the weeks leading up to that authorization hearing, the parties negotiated and agreed to proceed with authorization for a Quebec-only class. The parties also agreed on a list of common issues, a list of common conclusions sought, and a modified Class definition, which limited the Subject Vehicles to the Fiat 500 model only (all trim lines). The parties informed the Honorable Justice Poulin of this agreement and the Court requested that Plaintiffs file a formal application for permission to amend the Re-Amended Application for Authorization (to align with the parties' agreement) as well as file a formal argument plan for the authorization itself. Same were indeed filed on April 9, 2024.
24. On April 29, 2024, the Honorable Justice Poulin rendered the authorization judgment, which was then corrected by her Judgment dated May 7, 2024.
25. The parties continued their off-the-record settlement discussions.
26. On October 7, 2024, the parties participated in a full day private mediation session presided by the Honourable Former Justice Robert Mongeon.
27. The parties continued their negotiations during the following months, including with the assistance of the Honorable Former Justice Mongeon.

28. Having reached an impasse in these negotiations, the parties then proceeded to a case management hearing before the Honorable Justice Poulin on June 25, 2025 during which time Justice Poulin offered to preside over a judicial Settlement Conference (“**CRA**”), which would take place on September 12, 2025.
29. The CRA was indeed held on Friday, September 12, 2025, at the end of which the parties together with the Honorable Justice Poulin successfully agreed on the exact drafting of the actual full length Settlement Agreement, which final draft was ultimately signed by the parties the following week.
30. Accordingly, as at September 15, 2025, and further to the extensive arm’s-length settlement discussions, mediation and CRA detailed above (which lasted many years), the Parties entered into a settlement agreement (the “**Settlement Agreement**” or “**Settlement**” or “**Proposed Settlement**”) to fully and finally resolve all claims asserted by the Plaintiffs and the Class Members against FCA in connection with this class action, a copy of which is filed herewith, together with its schedules and its French translation as **Exhibit R-1**.
31. Unless otherwise modified by this Application, capitalized terms have the meaning ascribed in the Settlement Agreement and shall apply and are incorporated herein by reference.
32. As her final act in this file following the CRA, on October 16, 2025, the Honourable Justice Poulin issued the Pre-Approval Order and *inter alia* approved the Pre-Approval Notice and Notice Program, and appointed Concilia Services Inc. (“**Concilia**”) as the Claims Administrator.
33. Pursuant to the Court-approved Notice Program, between January 5 and 8, 2026, Concilia completed the required steps of the Notice Program (as provided for in the Settlement Agreement), which included the sending out of the Pre-Approval

Notices by letter and/or email, in both French and English, launching the bilingual Settlement Website at <https://fiat500doorhandlesettlement.ca/> and <http://www.reglementfiat500poigneesdeportes.ca/> as well as the social media campaign, and issuing the bilingual press release. These steps are more fully detailed in Concilia's *Pre-Approval Notice Plan Report* dated January 19, 2026, a copy of which is filed herewith as **Exhibit R-2**. Concilia will issue an updated report after the expiration of the February 4, 2026 Opt-out Deadline.

34. In addition, the undersigned attorneys published the Settlement Agreement, the Pre-Approval Order, as well as the relevant Pre-Approval Notices, on both their firm's website and the Quebec Class Actions Registry.
35. Given the nature of this Application, Class Counsel must broadly outline its efforts in advancing the litigation, as well as certain aspects of the claims, defences, and settlement negotiations. Nothing in this Application or the accompanying sworn declarations is intended to waive, nor shall it be construed as waiving, any attorney-client, litigation, or other applicable privilege or confidentiality protections.
36. The Plaintiffs, with the approval and support of FCA, hereby respectfully seeks this Honourable Court's approval of:
 - (a) the Settlement Agreement;
 - (b) the post-approval Notice Program detailed at Section 8.3 of the Settlement Agreement;
 - (c) the Approval Notice, in English and in French, copies of which are filed herewith as **Exhibit R-3**;
 - (d) Class Counsel Fees as detailed at Section 7 of the Settlement Agreement, with applicable taxes.

TERMS OF THE SETTLEMENT AGREEMENT

37. As mentioned, the Settlement Agreement was executed on September 15, 2025, and is subject to approval by this Honourable Court. It does not constitute, and shall not be construed as, an admission of liability or the truth of any allegations by either FCA or the Plaintiffs.
38. Pursuant to Section 5 of the Settlement Agreement, FCA will provide the following settlement consideration to the Class:
- a) **Extended Warranty Program:** FCA will provide the Extended Warranty Program to satisfy eligible Class Members' Claims pursuant to the Inspection and Distribution Protocol (Schedule A of the Settlement Agreement). The Extended Warranty Program, which will cover issues originating with the door handle and/or door locking mechanism of covered Fiat 500 vehicles that causes the door handles to jam and, in some cases, break or detach from the vehicle. Accordingly, each and every Subject Vehicle included in the Class will benefit from this Extended Warranty Program. The Extended Warranty Program will include the following:
- i) **Door Handle Repair Program:** FCA will provide coverage to repair or replace free of charge the door handles of any vehicles affected by the Door Handle Issue at the time of their inspection. The door handle repair program will not cover preventative inspections or repairs. This coverage will be available for ten (10) years from the in-service date of the vehicle or, for a vehicle whose in-service date is already more than ten (10) years old when the notices advising class members that the settlement has been

approved have been sent out, an extra one (1) year of coverage following this date. There will be no per member limit on the number of claims that can be submitted during the warranty period.

ii) **Reimbursement Payments:** FCA will reimburse the costs previous incurred by Class Members to repair or replace the door handles of their vehicles as a result of the Door Handle Issue, irrespective of the repair facility where these repairs were conducted. Claims for reimbursement must be submitted within one (1) year of the first date on which the notices advising class members that the settlement has been approved have been sent out. There will be no limit on the amounts the Class Members may claim for reimbursement of any door handle repair costs already incurred.

b) In addition to the Extended Warranty Program, FCA will also pay the administration expenses, notice costs, and Class Counsel Fees in the amount of \$425,000, plus GST and PST, as well as disbursements of \$3,500.

39. The Class Members will therefore have nothing to pay in order to participate in the class action and proposed Settlement.

APPROVAL OF THE SETTLEMENT AGREEMENT

40. The Plaintiffs, with the approval and support of FCA, seeks this Honorable Court's approval of the Settlement Agreement, including its recitals and schedules, and the issuance of the Approval Order binding the Parties and Class Members to its terms, for the reasons set out below and to be further addressed at the Settlement Approval Hearing.

41. Article 590 of the *C.C.P.* requires that the Court approve a transaction settling a class action. It must be satisfied that the terms of the settlement are fair, reasonable, and in the best interests of the class.
42. The Parties respectfully submit that the Settlement Agreement is fair, reasonable, and equitable. The Plaintiff further submits that it is in the best interests of the Class Members and constitutes an adequate resolution of the class action, for the reasons set out below.

A. Probability of Success

43. While the Plaintiffs maintains that their claims are well-founded, FCA vigorously denies all allegations. Absent settlement, the Parties would have engaged in a highly contested debate regarding the alleged Door Handle Issue, the applicable law, the existence of any fault or damages, the existence and extent of the latent manufacturing and design defects being alleged, all of which are issues that would have significantly impacted the Court's assessment of the case on its merits.
44. The continued litigation of the class action is estimated to take at least four years, not including potential appeals. A trial would have also required extensive discovery, expert evidence from both Parties, and testimony from Class Members.
45. As in all class actions, there was an ongoing risk that the action would not succeed on the merits after years of litigation. This risk is mitigated by the Settlement Agreement, which guarantees compensation to Settlement Class Members.
46. As this Honorable Court had also previously mentioned in the case of *Abihisira vs. Ticketmaster Canada LP et. al.*, 500-06-001153-218, December 7, 2022, at paragraphs 29-31:

“[29] Any litigation involves some level of risk.

[30] One of these serious risks to such litigation was recently confirmed on the merits of a class action in *Union des consommateurs c. Air Canada* [2022 QCCS 4254,

paras. 38-45, 140, 154, 156, 158, 160, 186]. where the Court, after concluding that Air Canada committed a violation of the *Consumer Protection Act*, dismissed the class action because it concluded that consumers would have paid the final price regardless and, as such, did not suffer any prejudice. Even if this judgment is eventually under appeal, it illustrates the serious risks faced by the Representative Plaintiff and the Class members.

[31] The risk that the Class action be unsuccessful on the merits, after many years of litigation, is always present.”

B. Recommendation of Experienced Counsel and Approval of the Plaintiff

47. Class Counsel and counsel for FCA, both of whom have significant expertise in class actions, including consumer and auto-defect matters, jointly negotiated and recommended the terms of the Settlement Agreement, the whole further to private mediation and CRA sessions mentioned above.
48. Class Counsel believes the Settlement is fair and reasonable to the Class Members, given the risks associated with continuing the litigation and the immediate benefits the Settlement provides, and that it respects the rule of proportionality.
49. FCA consents to the present Application and seeks to have the Settlement Agreement approved by the Court.
50. Plaintiffs are fully informed of the case and have entered into the Settlement Agreement on their behalf and on behalf of the Class Members.

C. Future Expenses and Probable Length of the Litigation

51. If the case were to proceed, it would involve protracted litigation, extensive and costly discoveries, and significant expert costs, as detailed above. As previously

mentioned, a decision on the merits would likely take several years to be rendered, with any judgment subject to appeal and further delay (especially considering the fact that the present proceedings were instituted in 2018).

52. Approving the Settlement Agreement serves the interests of judicial economy and proportionality.

D. Number and Nature of Opt-Outs and/or Objections

53. In the Settlement Pre-Approval Judgment dated October 16, 2025, this Honorable Court approved and ordered the Notice Program for the Pre-Approval Notices, which was completed by Concilia and the undersigned attorneys, as mentioned above.
54. Indeed, and to date, many class members have contact the undersigned attorneys and the Claims Administrator eager to participate in the eventual Settlement, if approved.
55. According to the *Pre-Approval Notice Plan Report*, Exhibit R-2, Concilia had received ten (10) opt-out requests, and no objections had been received as of January 19, 2026.
56. Thereafter and as of this date, January 26, 2026, Concilia has confirmed that it has received a total of 28 opt-out requests and still no objections.
57. The Court record shows that eight (8) Class Members have filed an opt-out in this file as at today's date. The undersigned attorneys will inform the Court if they or the Claims Administrator receive any Opt-outs before the Settlement Approval Hearing.
58. Moreover, to date, no Class Members have submitted any objections or comments to the Settlement Agreement. The undersigned attorneys will inform

the Court if they or the Claims Administrator receive any objections or comments to the Settlement before the Settlement Approval Hearing.

E. Good Faith of the Parties and Absence of Collusion

59. The Settlement Agreement is the result of good faith, adversarial, and very lengthy arm's-length negotiations (which included a private mediation and CRA).
60. As detailed above, FCA contested all aspects of the class action, and the hard-fought, adversarial settlement negotiations spanned several years.

APPROVAL OF CLASS COUNSEL FEES AND DISBURSEMENTS

61. The undersigned attorneys (Class Counsel) signed quasi-identical Professional Mandate & Attorneys' Fee Agreement which each of the Plaintiffs (collectively the "**Mandate Agreement**"), namely with Plaintiff Carla Paciucci on January 24, 2018 and with Plaintiff Valérie Champagne on November 26, 2018.
62. The Mandate Agreement provides for the following calculation of Class Counsel Fees:
 - a. all disbursements incurred;
and
 - b. attorneys' fees with regard to the present class action of the higher of the following two calculations:
 - i. an amount equal to thirty-three percent (33%) of the total amount received, including interest, from any source whatsoever, whether by settlement or by judgment;
or

- ii. an amount equal to multiplying the total number of hours worked on by the attorneys or other professionals in accordance with their hourly rates, which range between \$350 and \$650/\$700 per hour. This amount will then be multiplied by a multiplier 3.5 to arrive at the total fee. (The hourly rates are reviewed from time to time)
- and
- iii. all applicable taxes on said amounts in paragraphs (a) and (b).

These attorneys' fees extend to all sums received for and in the name of the whole group affected by the present class action (or potentially received if determined on a collective basis) and are in addition to the judicial fees that can be attributed to the attorneys. In the case where a specific amount of money is not awarded collectively, whether by settlement or by judgment, or where each class member is compensated only for their individual claim, section b. (i) above shall be read to mean thirty-three percent (33%) of the total value as if every possible class member made such a claim.

- 63. A mandate agreement between a representative plaintiff and class counsel binds the class members. Where such an agreement is fair, reasonable, and consistent with the *Civil Code of Québec*, the Court should uphold and apply it in its entirety¹.
- 64. Indeed, the mandate agreement is to be presumed valid and binding according to case law².

¹ Guilbert c. Sony BMG Musique (Canada) inc., [2007 QCCS 432](#), paras. 26 & 45 (confirmed by the Court of Appeal in *Sony BMG Musique (Canada) inc. c. Guilbert*, [2009 QCCA 231](#))

² *Nam c. 9050-8391 Québec inc.*, [2024 QCCS 3672](#), at par. 117; *Option Consommateurs c. Banque Amex du Canada*, [2018 QCCA 305](#), at par.66-69; *Beauchamp c. Procureure générale du Québec*, [2019 QCCS 2421](#); *Association des*

65. Pursuant to Section 7 (subsections 7.1.1 to 7.1.6) of the Settlement Agreement, Class Counsel requests that this Court approve payment by FCA of Class Counsel Fees in a fixed amount of CAD \$425,000, plus GST and QST, representing all extrajudicial fees and taxes, plus disbursements and costs in the amount of CAD \$3,500.
66. FCA has agreed to pay the Class Counsel Fees in addition to executing the obligations and paying the amounts set out in Section 5 (Settlement Consideration) of the Settlement Agreement, including implementing the Extended Warranty Program..
67. According to Section 7.1.4., the Parties have agreed and confirm that they consider the Class Counsel Fees and Disbursements to be fair and reasonable in the context of the Action, and FCA has agreed to pay said amount.
68. These fees are justified by the substantial time and effort invested by Class Counsel in initiating, pursuing, and negotiating the Settlement, as well as the significant risk assumed in undertaking the matter on a contingency basis.
69. In addition, since the execution of the Settlement Agreement, Class Counsel have continued, and will continue, to devote considerable time to responding to Class Members' inquiries, maintaining bilingual updates for Class Members on their firm's website (www.lexgroup.ca) and corresponding with counsel for FCA, and if necessary the media.
70. Finally, Class Counsel have not received any funding from the *Fonds d'aide aux actions collective* in this matter.

jeunes victimes de l'église c. Harvey, [2022 QCCS 1956](#); *A.B. c. Clercs de Saint-Viateur du Canada*, [2022 QCCS 2484](#); *Regroupement des citoyens du quartier Saint-Georges inc. c. Alcoa Canada Itée*, [2022 QCCS 2071](#).

71. As has always been alleged by the Plaintiffs in the present Action, the Plaintiffs and many Class Members had to replace their Fiat 500 door handle(s) (driver-side, passenger-side or both) at their costs, and sometimes multiple times for the same handle. Each door handle replacement costs between \$200 and \$300 in parts and labor, plus taxes (in this regard, Exhibit R-16 at the authorization stage was a March 2019 quote for \$443.90 plus taxes to replace both handles on Plaintiff Champagne's Fiat 500 vehicle).
72. All Class Members (past and present owners/leasees of a Fiat 500) can claim for a full reimbursement of their out-of-pocket door handle repair or replacement costs, without any limit on the number of claims (less the Fonds d'aide aux actions collective levy of course), during the Claims Period.
73. In addition, each and every Subject Vehicle included in the Class will benefit from the extended warranty of 10 years since first date of service, or 1 year from the first dissemination of the Approval Notices, whichever is longer. There is once again no limit on the number of free door handle repairs or replacements which can be requested during that Claims Period.
74. Further to the Pre-Approval Order and Concilia's efforts to update the FCA VIN list of Subject Vehicles with the Société de l'assurance automobile du Québec (SAAQ), 33,312 unique mailing addresses have been associated with the 12,269 VINs (Subject Vehicles) included in the Class, as appears from Concilia's Pre-Approval Notice Plan Report, R-2.
75. Each of the 12,269 VINs will benefit from the extended warranty, with no limit on the number of repairs that may be performed during the Claims Period (see Section 2 of Schedule A – Inspection and Distribution Protocol of the Settlement Agreement).
76. For Class Members residing more than 150 KM from the nearest FCA Dealership, the Settlement provides for a special procedure for them to have the

repairs conducted at a local third-party repair facility, subject to the prior approval of the Claims Administrator (see Subsection 2.1.5 of Schedule A – Inspection and Distribution Protocol of the Settlement Agreement).

77. In addition, each of the approximate 33,000 Class Members will be entitled to submit a Claim to receive a Reimbursement Payment equal to 100% of their past out-of-pocket door handle repair or replacement expenses (less the Fonds d'aide levy) (see Section 3 of Schedule A – Inspection and Distribution Protocol of the Settlement Agreement).
78. Moreover, the Claims Period for reimbursement payments will run for a full year from the first dissemination of the Approval Notices, therefore permitting reimbursement of costs disbursed by Class Members already incurred as well as going forward, up until the expiry of the Claims Period. This permits even more flexibility for the Class Members to repair their door handles.
79. Finally, see Subsection 3.1.5. of Schedule A – Inspection and Distribution Protocol of the Settlement Agreement, which provides that if Class Members cannot provide the Supporting Documentation in order to support a Claim for a Reimbursement Payment, they can ask the Claims Administrator for assistance in locating the documents. The Claims Administrator will check whether FCA's records or the records of an FCA Dealership show any goodwill or warranty repairs were done at an FCA Dealership.
80. With respecting to calculating the total settlement value under the Mandate Agreement, the Honorable Justice Lussier, J.S.C. confirmed that all benefits to Class Members, along with administration, notification, and publication costs, and Class Counsel Fees and disbursements, should be included: *Benabou c. StockX*, [2022 QCCS 2527](#) (par. 43 (v)):

“The amount of Class Counsel Fees under the Settlement Agreement is lower than what was agreed to in the Professional Mandate & Attorneys’ Fee Agreement

signed with the Plaintiff. It also represents a more than reasonable percentage of the total amount to be potentially reimbursed to class members pursuant to the Settlement. In addition, and according to case law, the calculation of the total settlement value would take into account not only this amount to be potentially distributed, but also the TransUnion credit monitoring services to be offered free of charge to all 122,970 Class Members across Canada, the administration costs, the publication/notification costs, and the Class Counsel Fees”.

81. This reasoning was also confirmed by the Honorable Justice Hamilton, J.S.C. (as he then was) in *Zuckerman c. Target Corporation Inc.*, 2018 QCCS 2276 at par. 32 (iii) and footnote 16³.
82. Québec class action case law generally applies either a percentage ranging from 15% to 33%, or a multiplier ranging from 2 to 6.15⁴. Although the Court of Appeal moved away from the systematic use of multipliers in *Clercs de Saint-Viateur du Canada*, the Court in *Marcil c. Commission scolaire de la Jonquière*, [2018 QCCS 3836](#), catalogued numerous cases where multipliers as high as 6.15 were approved⁵.

3 Also see *Rabin c. HP Canada Co.*, 2019 QCCS 1511 at par 26 and footnote 6.

4 *Marcil c. Commission scolaire de la Jonquière*, [2018 QCCS 3836](#), par. 125 at footnote; *Option Consommateurs c. Banque Amex du Canada*, [2018 QCCA 305](#), paras. 36 (citing para. 112 of the decision rendered in first instance), 66 (see footnotes 33 and 34 citing *Pellemans c. Lacroix*, [2011 QCCS 1345](#), where the Court approved a 4.5 multiplier at paras. 121-123) and 73.

5 *Marcil c. Commission scolaire de la Jonquière*, [2018 QCCS 3836](#), par. 125 at footnote 22 :

« Voir, par exemple, les affaires *Surprenant c. Société canadienne de la Croix-Rouge*, [2001] AZ- 50667013 (C.S.), par. 3 (multiplicateur de 3,4); *Desjardins c. Canada (Procureur général)*, [2007 QCCS 2797](#), par. 93 (multiplicateur de 3,75); *Pellemans*, par. 121 (multiplicateur de 4,5); *Adams*, par. 29, 33 (multiplicateur implicite de 6,15); *Brown*, par. 71 (multiplicateur de 4); *Parsons v. Canadian Red Cross Society*, [2000 CanLII 22836](#) (ON SC), par. 66 (appel rejeté sur requête : *Parsons v. Canadian Red Cross Society*, [2001 CanLII 24094](#) (ON CA); (demande d'autorisation de pourvoi à la Cour suprême du Canada rejetée) (multiplicateurs entre 3,07 et 4,29). »

83. As of the date of this Application (January 26, 2026), Class Counsel's docketed time totals \$407,737.50 in fees (plus taxes), plus \$5,465.79 in disbursements (taxes included):

Lawyer	Total Time Spent in Hours	Hourly Rate
David Assor	472.05 h	\$650-700
Dominique Biggs	42.60 h	\$350
Laura Meslati	17.50 h	\$350
Joanie Lévesque	129.75 h	\$450
Total hours:	661.90 h	
Total Disbursements:	\$5,465.79	

84. Based on Class Counsel's experience administering other class action settlements, ongoing work will be required beyond the final approval hearing. In this case, Class Counsel estimates the value of that work to be approximately \$20,000 to \$30,000.
85. Accordingly, the Class Counsel Fees requested under the Settlement Agreement is lower than those agreed to in the Mandate Agreement signed with the Plaintiff, represent a negative multiplier as compared to docketed time, and represent a more than reasonable percentage of the total settlement value.
86. Finally, Class Members are not being asked to contribute to these fees, as FCA has agreed to pay them in addition to the settlement considerations being provided to the Class. While litigants and Class Members typically expect that a portion of their ultimate recovery will go towards Class Counsels Fees and

disbursements payable to Class Counsel, the Settlement ensures that Class Members receive their full entitlement without any such deduction (including an the Extended Warranty Program going forward).

F. Time to be Spent by Class Counsel

87. As mentioned above, based on their past experience administering class action settlements, Class Counsel anticipates ongoing obligations beyond the final approval hearing, notably concerning the claims process and reporting to the Court.
88. This includes being available to Class Members in the coming months (or longer) to address any questions or issues related to the Action.
89. At all times during the proceedings, and continuing thereafter, Class Counsel has engaged and will continue to engage with Class Members in the language of their choice (French or English), to keep them informed.
90. No additional fees or disbursements will be sought by Class Counsel for this future work.

G. The Attorneys' Experience

91. Me David Assor is a member in good standing of the Quebec Bar since 2001, of the Law Society of Ontario since 2021, and of the Law Society of British-Columbia since 2025. Me Assor has practiced general commercial and civil litigation since 2001 and specialized in plaintiff-side class action litigation since 2005. In 2011, Me Assor created the law firm of Lex Group Inc. which is also specialized in litigation in general and class actions in particular. As such, a vast majority of class counsel's work is in class actions which are all done on a contingency basis, meaning that for cases that are not successful, the firm receives no payment for work performed, which in some cases is quite significant.

92. Me Assor has also been a repeat contributor / writer on class action issues and case law on the legal research website *La référence* and is a repeat guest lecturer on the topics of class actions and privacy law at the McGill University Faculty of Law.
93. Me Assor has been a sitting member of the Quebec Bar's Disciplinary Committee since 2016, is a sitting member of the Bar of Montreal's Liaison Committee with the Superior Court in Civil Matters since 2023, has been a member of the board of directors of the Lord Reading Law Society since 2016 (former Bar Liaison), has sat as a member of the Bar of Montreal's Access to Justice in the English Language Committee from 2016 to 2019, was a member of the Advocates' Society, and was named a Governor of the Quebec Bar Foundation in 2020.
94. Aside from Me Assor who has handled this matter since its original filing, the other professional(s) listed above were junior attorneys or professionals who worked exclusively for Lex Group Inc. at the relevant time.
95. At all relevant times, Lex Group Inc. paid regular salaries to said junior professionals all the while continuing to prosecute this class action, and other class actions, without any guarantee of compensation.

H. Time Dedicated

96. As detailed above, Class Counsel has dedicated significant time and incurred disbursements in this matter, all without any guarantee of payment.
97. From the outset, this litigation was high-risk. Class Counsel conducted extensive legal research and document review in support of the claim and engaged with interested Class Members.
98. The process of finalizing the Settlement Agreement continued for many months and years following the contested authorization process. Further work was

undertaken in anticipation of the notice approval and settlement approval hearing, including the drafting of the present Application.

99. Class Counsel will also be maintaining contact with Class Members who reach out to Lex Group Inc. by phone or email, as outlined in the Settlement Agreement.

I. The Importance of the Issue

100. Automotive defects/safety and consumer protection issues are very important and are directly related to access to justice for thousands of individuals. Claims of this nature often may involve relatively small sums, making individual lawsuits unlikely.
101. As such, class actions are often the only way to obtain justice against large companies or institutions.
102. Indeed, to the best of the undersigned's knowledge, the present case was the only class action on this Fiat 500 issue commenced in Canada or the U.S.A..
103. Without this class action, many Class Members likely would not have pursued individual actions.

J. The Difficulties of this Case

104. Litigating this case at trial would have required the Plaintiffs to prove, among other things (none of which was admitted by FCA):
- a. that FCA was at fault in relation to the design and manufacturing of the Fiat 500 vehicles;
 - b. that, all Fiat 500 vehicles are defectively designed and/or manufactured;
 - c. that the Class Members have suffered compensable damages,
 - d. that the Class Members can claim punitive damages.

105. As mentioned, this Honorable Court mentioned in the case of *Abihisira vs. Ticketmaster Canada LP et. al.*, 500-06-001153-218, December 7, 2022, at paragraphs 29-31:

“[29] Any litigation involves some level of risk.

[30] One of these serious risks to such litigation was recently confirmed on the merits of a class action in *Union des consommateurs c. Air Canada* [2022 QCCS 4254, paras. 38-45, 140, 154, 156, 158, 160, 186]. where the Court, after concluding that Air Canada committed a violation of the *Consumer Protection Act*, dismissed the class action because it concluded that consumers would have paid the final price regardless and, as such, did not suffer any prejudice. Even if this judgment is eventually under appeal, it illustrates the serious risks faced by the Representative Plaintiff and the Class members.

[31] The risk that the Class action be unsuccessful on the merits, after many years of litigation, is always present.”

106. The claims in this matter would have been the subject of extensive debate and contestation, requiring extensive testimony, including extensive expert evidence by all parties.

K. The Risk Assumed

107. As is often the case in class actions, the risk of success or failure was borne entirely by Class Counsel, who undertook the case on a contingency basis.
108. This meant that neither the Plaintiffs nor any Class Members were asked to contribute to legal fees or disbursements.
109. Indeed, the Mandate Agreement provides the following:

5. The parties agree that neither the Representative nor the members of the group will be required to pay any fees, disbursements, or costs other than those provided for in paragraph 2 of the present Agreement.

110. As detailed above, FCA vigorously contested all elements of the class action, for many years.
111. Given that, in the case of failure, Class Counsel receives nothing – and even risks losing – in the case of success, they should be properly compensated for their efforts and for the financial risk they assumed.
112. The Court of Appeal has confirmed the following in the often-cited case of *A.B. c. Clercs de Saint-Viateur du Canada*, [2023 QCCA 527](#):

[54] Il est ainsi généralement admis que pour apprécier le caractère juste et raisonnable des honoraires, le juge doit aussi considérer le risque couru par les avocats. **Dans le contexte d'une convention d'honoraires à pourcentage, la Cour supérieure a reconnu que ce facteur pourrait même primer sur le temps consacré au dossier par les avocats. Dans tous les cas, le risque doit s'apprécier au moment où les avocats ont reçu le mandat du représentant, et non au moment de la demande d'approbation.**

(Emphasis added).

113. This Honorable Court also emphasized the importance of rewarding the risk taken by Class Counsel in approving the *Herron* settlement: ⁶

[57] Les enjeux en matière d'actions collectives sont très importants sur le plan financier et le cabinet qui accepte d'œuvrer en demande accepte d'assumer la totalité des frais du recours et de n'être payé qu'en cas de succès.

[58] Pour assurer la viabilité du véhicule procédural qu'est l'action collective, il est essentiel que des avocats compétents acceptent de prendre de tels risques.

6. *Schneider (Succession de Schneider) c. Centre d'hébergement et de soins de longue durée Herron inc.*, [2021 QCCS 1808](#), par. 57-59.

Or, sans une compensation en cas de succès qui tient compte du risque assumé, aucun avocat n'aurait d'intérêt à accepter de tels risques.

[59] Lorsque les procureurs du groupe ont accepté d'agir en l'espèce, ils ne se fiaient pas sur la possibilité qu'une entente à l'amiable soit conclue; ils étaient plutôt prêts à aller jusqu'au bout et à investir tout le temps, les efforts et les ressources financières nécessaires pour mener à terme l'action collective, ne sachant pas si le dossier sera gagné ou perdu au mérite.

114. Class Counsel accepted the mandate in this matter over 8 years ago, assuming all risks in time and disbursements, and was prepared to pursue the case through final judgment on the merits and any appeals. It diligently advanced this litigation for years toward settlement, without receiving any fees or any guarantee of payment.
115. To preserve the important societal benefits of class actions, especially in automative and consumer protection, it is important that Class Counsel receive fair compensation, ensuring appropriate incentive for future counsel.

L. The Professional Services are Unusual and Require Specific Expertise

116. Only a small number of attorneys in Quebec and Canada undertake class action matters, which require particular expertise and professionalism.
117. This work often involves public and media communication, such as engaging with Class Members, maintaining and updating a website, giving interviews, and issuing press releases, requiring firms to be proactive in protecting the interests of Class Members.

M. The Result Obtained

118. We have already fully summarized the Settlement hereinabove.

119. The extensive and effective Notice Program and the simple claims process set out in the Settlement Agreement ensure that eligible Class Members are more inclined to submit monetary claims and to have their door handles of their Fiat 500 vehicles repairs free of charge.
120. Since the dissemination of the Pre-Approval Notices, many Class Members have already contacted the undersigned attorneys expressing their desire to participate in the Settlement and/or be included in the class action.

N. Fees Not Contested

121. FCA does not oppose the request for Class Counsel Fees and has agreed to pay the amount, on top executing the obligations and paying the amounts set out in Section 5 (Settlement Consideration) of the Settlement Agreement, which includes the implementation of the Extended Warranty Program.
122. To date, no Class Member has expressed an intention to contest this request, despite having received the Pre-Approval Notice and the information being published on Class Counsel's website and the Class Actions Registry (and the Settlement being reported on by the media).
123. The undersigned attorneys respectfully submit that said requested fees and disbursements are fair and reasonable in light of the circumstances and the significant, beneficial results obtained for the Class Members.
124. Similar Class Counsel fees have been approved by the Courts in comparable cases, as discussed above.

CONCLUSION

125. Plaintiff and Class Counsel respectfully submit that the Court should approve the Settlement Agreement, as it is more than reasonable, appropriate, and in the best

interests of the Parties and the Class Members, particularly given the complexities of the proceeding and the risk faced by the Plaintiffs and by Class Counsel.

126. In reaching this settlement, Plaintiffs and FCA engaged in very lengthy arm's-length negotiations, including private mediation and a CRA. The Settlement Agreement provides quick and accessible relief and significant compensation for Class Members (including the implementation of the Extended Warranty Program), and should be approved by this Honorable Court.
127. The requested Class Counsel Fees are lower than those provided for in the Mandate Agreement and reflect the time and disbursements invested, the complexity of the case and the risk assumed from the outset of this case, and the substantial benefits achieved. They are fair, reasonable, and ought to be approved.
128. FCA has reviewed this Application before its filing and consents to it being granted according to the conclusions below.

POUR CES MOTIFS, PLAISE AU TRIBUNAL :	FOR THESE REASONS, MAY IT PLEASE THE COURT:
ACCORDER la présente demande;	GRANT the present application;
DÉCLARER que l'Entente de Règlement est valide, juste, raisonnable et dans le meilleur intérêt des Membres du Groupe;	DECLARE that the Settlement Agreement is valid, fair, reasonable and in the best interest of the Class Members;

<p>APPROUVER l'Entente de règlement (incluant son Préambule et ses Annexes) conformément à l'article 590 du <i>Code de Procédure Civile</i>;</p>	<p>APPROVE the Settlement Agreement (including its Preamble and its Schedules) pursuant to Article 590 of the <i>Code of Civil Procedure</i>;</p>
<p>ORDONNER et DÉCLARER que l'Entente de Règlement est incorporée par renvoi au présent Jugement et en fait partie intégrante et qu'elle lie les Demanderesses et tous les Membres du Groupe du règlement;</p>	<p>ORDER and DECLARE that the Settlement Agreement is incorporated by reference to and forms part of this Judgment and is binding upon the Plaintiffs and all Settlement Class Members;</p>
<p>ORDONNE et DÉCLARE que l'Entente de Règlement (y compris son préambule et ses Annexes) est juste, raisonnable et dans l'intérêt des Membres du Groupe de Règlement, doit être mise en œuvre selon ses dispositions, et constitue une transaction au sens de l'article 2631 du <i>Code civil du Québec</i>;</p>	<p>ORDERS AND DECLARES that the Settlement Agreement (including its Recitals and its Schedules) is fair, reasonable and in the best interest of the Settlement Class Members and constitutes a transaction pursuant to Article 2631 of the Civil Code of Quebec;</p>
<p>ORDONNER que cette Cour conservera un rôle de surveillance permanent aux fins de la mise en œuvre, de l'administration et de l'exécution de l'Entente de règlement en ce qui concerne les Membres du Groupe du règlement, sous réserve des modalités et conditions prévues à l'Entente de règlement;</p>	<p>ORDER that this Court will retain an ongoing supervisory role for the purpose of implementing, administering and enforcing the Settlement Agreement as it pertains to the Class Members, subject to the terms and conditions set out in the Settlement Agreement;</p>
<p>ORDONNER le recouvrement individuel des réclamations des Membres du Groupe;</p>	<p>ORDER the individual recovery of the Class Members' claims;</p>

<p>ORDONNER que les Honoraires et Débours des Avocats du Groupe soient payés conformément à l'Entente de règlement;</p>	<p>ORDER that the Class Counsel Fees and Disbursements be paid in accordance with the Settlement Agreement;</p>
<p>APPROUVER la forme, le contenu et le mode de diffusion des Avis d'approbation, dans leurs versions française et anglaise, pièces R-3 et ORDONNER leur diffusion conformément au Plan de diffusion prévu dans l'Entente de règlement;</p>	<p>APPROVE the form, content, of the Approval Notices, in their French and English versions, Exhibit R-3 and ORDER their dissemination in accordance with the Notice Program set out in the Settlement Agreement;</p>
<p>ORDONNER à l'Administrateur des réclamations de diffuser les Avis d'approbation conformément à l'Entente de règlement;</p>	<p>ORDER the Claims Administrator to disseminate the Approval Notices pursuant to the Settlement Agreement;</p>
<p>DÉCLARER que tous les virements Interac effectués à l'intention des Membres du Groupe admissibles aux termes de l'Entente de règlement demeureront valides pendant une période de trente (30) jours, après quoi ils seront annulés. L'administrateur des Réclamations versera le montant des virements Interac annulés à l'Hôpital de Montréal pour enfants sous forme de don anonyme;</p>	<p>DECLARE that any Interac e-transfers issued to eligible Class Members under the Settlement Agreement will remain valid for thirty (30) days and that no Interac e-transfers can be deposited after that time and these transfers will be cancelled. The amounts of any such cancelled Interac e-transfers will be remitted by the Claims Administrator to the Montreal Children's Hospital as a donation on an anonymous basis;</p>
<p>DÉCLARER tous les chèques émis aux Membres du Groupe admissibles aux termes de l'Entente de règlement demeureront valides pendant six (6) mois à</p>	<p>DECLARE that any cheques issued to eligible Class Members under the Settlement Agreement will remain valid for six (6) months from their issuance and that</p>

<p>compter de leur émission. Aucun chèque ne pourra être encaissé après la fin de cette période. L'administrateur des Réclamations versera le montant des chèques non encaissés à l'Hôpital de Montréal pour enfants sous forme de don anonyme;</p>	<p>no cheques can be cashed after that time. The amounts of any such unredeemed cheques will be paid remitted by the Claims Administrator to the Montreal Children's Hospital as a donation on an anonymous basis;</p>
<p>SANS FRAIS DU JUSTICE.</p>	<p>WITHOUT LEGAL COSTS.</p>

MONTREAL, January 26, 2026

(s) *Lex Group Inc.*

Lex Group Inc.

Per: David Assor

Class Counsel

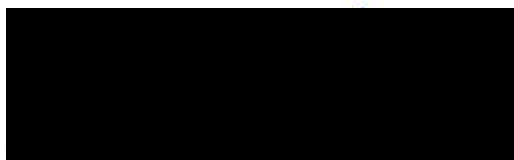
Attorneys for the Plaintiffs

SOLEMN DECLARATION

I, the undersigned, **David Assor**, attorney, practicing law at the offices of Lex Group Inc., situated at 4101 Sherbrooke Street West, in the City of Westmount and District of Montreal, do hereby solemnly declare:


1. THAT I am one of the attorneys for the Plaintiffs in the present case;
2. THAT all the facts alleged in the present *APPLICATION TO APPROVE A CLASS ACTION SETTLEMENT AND FOR APPROVAL OF CLASS COUNSEL FEES* are true and accurate to my personal knowledge;

And I have signed:



DAVID ASSOR

Solemnly affirmed before me
at Westmount (Quebec),
this 26th day of January, 2026



Commissioner for oaths for
the Province of Québec



NOTICE OF PRESENTATION

TO:

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Me Margaret Weltrowska
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TAKE NOTICE that the *APPLICATION TO APPROVE A CLASS ACTION SETTLEMENT AND FOR APPROVAL OF CLASS COUNSEL FEES* will be presented for adjudication before the Honourable Justice Pierre Nolle, J.S.C., on **February 16, 2026, at 9:30 AM, in Room 17.09** of the Montréal Courthouse located at 1 Notre-Dame Street East, Montréal, Québec, or as soon thereafter as counsel can be heard.

DO GOVERN YOURSELF ACCORDINGLY.

MONTREAL, January 26, 2026

(s) *Lex Group Inc.*

Lex Group Inc.

Per: David Assor

Class Counsel

Attorneys for the Plaintiffs

N^o.: 500-06-000905-188

**SUPERIOR COURT
(CLASS ACTION)**

**PROVINCE OF QUEBEC
DISTRICT OF MONTREAL**

CARLA PACIUCCI

-and-

VALÉRIE CHAMPAGNE

Plaintiffs

-vs-

FCA CANADA INC.

Defendant

**APPLICATION TO APPROVE A CLASS
ACTION SETTLEMENT AND FOR
APPROVAL OF CLASS COUNSEL FEES**

ORIGINAL

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