

CANADA
PROVINCE OF QUEBEC
DISTRICT OF MONTREAL

SUPERIOR COURT
(Class Action)

N^o : 500-06-001015-193

YOUVAL BENABOU

Plaintiff

-VS-

STOCKX, LLC

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 SYLVAIN LUSSIER OF THE SUPERIOR COURT OF
QUEBEC, DISTRICT OF MONTREAL, DESIGNATED TO PRESIDE OVER THE
PRESENT CLASS ACTION, THE PLAINTIFF RESPECTFULLY SUBMITS THE
FOLLOWING:**

INTRODUCTION

1. On August 12, 2019, Plaintiff filed his *Application to Authorize the Bringing of a Class Action* against Defendant StockX, LLC (hereinafter "**StockX**"), before the Superior Court of Quebec, District of Montreal.
2. This class action arises from a data breach affecting the StockX systems, namely that certain elements of the information linked to StockX User Accounts had been accessed unlawfully and without authorization by an unknown third-party hacker on or about May 14, 2019 (the "**Data Breach**").
3. On April 19, 2021, Plaintiff entered into a settlement in principle with StockX regarding all persons in Canada, including their estates, executors or personal representatives, whose personal information was provided to StockX and was subsequently compromised and/or stolen from StockX as a result of the Data Breach that occurred on or before May 14, 2019.

4. The settling parties continued their negotiations for many weeks thereafter, ultimately arriving at a formal transaction agreement on February 28, 2022, the whole as appears more fully from a copy of the Settlement Agreement entitled “Canadian Class Action Settlement Agreement, Transaction, Release and Discharge”, which has already been communicated and filed herein as **Exhibit R-1**, together with its schedules and French translation (the “**Settlement Agreement**” or the “**Transaction**”).
5. The definitions set out in the Settlement Agreement apply and are incorporated herein.
6. On May 2, 2022, this Honorable Court authorized the class action, for settlement purposes, on behalf of the following group:

“All persons in Canada, including their estates, executors or personal representatives, whose personal information was provided to StockX and was subsequently compromised and/or stolen from StockX as a result of the Data Breach that occurred on or before May 14, 2019.”
7. The said Judgment also appointed MNP Ltd as Claims Administrator and ordered it and the Parties to publish and disseminate the Pre-Approval Notices to the Class, substantially in accordance with the Notice Plan as set forth in the Settlement Agreement, which was indeed properly completed.
8. Plaintiff will file at the hearing, as **Exhibit R-2**, the detailed report of the Claims Administrator MNP Ltd, which sets out the details of the notice program conducted pursuant to the May 2, 2022 Judgment.

APPROVAL OF THE SETTLEMENT

9. The Plaintiff and Defendant respectfully seek this Honorable Court’s approval of the Settlement Agreement (including its Recitals and Schedules) and the issuance of a final judgment compelling the Parties and the Class Members to comply with its terms and conditions for the reasons that follow, which will be further elaborated on at the settlement approval hearing.

SUMMARY OF THE SETTLEMENT

10. The Settlement Agreement was entered into after extensive arm's length discussions and negotiations between the Plaintiff and Defendant.

11. The Settlement Agreement provide for the following relief to the Class:

- a) an 18-month subscription with TransUnion for credit monitoring services will be made available for activation by Settlement Class Members, free of charge. As confirmed at Clause 7.1 of the Settlement Agreement, the TransUnion product that will be offered to the Settlement Class Members for activation is presently regularly priced by TransUnion at \$19.95 per month per person (plus applicable taxes), with an initial upfront payment of \$162,000 CAD to TransUnion being required.
- b) In addition, substantiated and documented monetary claims totalling up to an aggregate Settlement Cap of \$130,000 CAD for all approved claims may be reimbursed to Settlement Class Members who provide evidence of out-of-pocket losses or costs caused by the Data Breach or the receipt of the StockX Notices, as assessed by the Claims Administrator pursuant to the Distribution Protocol attached to the Settlement Agreement.
- c) Excluded from the Cap are the Class Counsel Fees, the expenses relating to the Notices, the Arbitrator's fees and disbursements, and the Claims Administrator's fees, costs and disbursements, which are to be paid by StockX over and above the Cap. Also excluded from the Cap are any and all payments to be made by StockX to TransUnion pursuant to the Settlement.

12. As confirmed at Clause 2.12 of the Settlement Agreement, there are approximately 122,970 Settlement Class Members who reported either a billing or shipping address

in Canada, according to StockX (15,050 of which reported either a billing or shipping address in Quebec).

13. To receive a payment award, each claimant will have to submit a valid and timely Claims Form either by mail or electronically.
14. Finally, the Parties hereby confirm that the Claimants' claims will be subject to the percentage payable to the Fonds d'aide aux actions collectives in accordance with the Regulation respecting the percentage withheld by the Fonds d'aide aux actions collectives, c. F-3.2.0.1.1, r. 2.
15. The Parties have also agreed to appoint MNP Ltd to implement the post-approval portion of the notice plan and the eventual claims process, *le cas échéant*.
16. Pursuant to the Settlement Agreement, Defendant will bear the internal costs of the claims process, on top of any fees or costs payable to the Claims Administrator (including any costs related to notifications, the settlement website, etc.).
17. The Settlement Agreement is evidently subject to this Honorable Court's approval, hence the present application.

APPROVAL OF THE SETTLEMENT AGREEMENT

18. Pursuant the Settlement Agreement, the Parties are collaborating and agreed to utilize their best efforts in order to have this Settlement Agreement, which they mutually negotiated and agreed upon, approved by this Honorable Court.
19. The Parties believe and submit that the Settlement Agreement is fair, equitable, reasonable, in the best interests of the Class Members and amounts to an adequate resolution of the Class Action, *inter alia*, for the following reasons.

The Probability of Success

20. While the Plaintiff maintains that his action is well founded, Defendant vigorously denies his claims and allegations. The Settlement Agreement is in fact entered by Defendant without any admission and only to avoid the costs and delays inherent to litigation.

21. It is clear that the Parties would have entered into a serious adversarial debate *inter alia* with respect to the level of negligence exhibited by the Defendant leading up to and following the Data Breach, whether Defendant committed a fault, the existence of damages, the quantum of any damages, all of which would have an impact on the Court's appreciation of the merits of the case.
22. Any trial would also have involved bringing in Class Members to testify, many witnesses from the United States, and experts as well.
23. The Parties estimated the length of the further litigation of the Class Action to be at least two years excluding any appeals.

The recommendation of Experienced Counsels and Approval of the Plaintiff

24. Class Counsel and counsel for Defendant, who have significant expertise in the area of class actions, have negotiated and recommended the terms and conditions of the Settlement Agreement.
25. Class Counsel believes that the settlement is fair to the Class Members in light of the risks that would arise from continuing the litigation and in light of the benefits that the Settlement Agreement immediately offers the Class Members.
26. Defendant consents to the present Application and also seeks to have the Settlement Agreement approved by the Court.
27. Plaintiff has full knowledge of the case and has provided his instructions and consent to enter into said Settlement Agreement on his behalf and on behalf of the Class Members.

The Future Expenses and the Probable Length of the Litigation

28. If the case was to proceed, there would be protracted litigation, as well as extensive discovery and possible expert costs.

29. In addition, and as previously mentioned, the present action would take several years to be decided on the merits and a Judgment in favor of the Class Members could be appealed, which would cause further delays.

30. It is in the interests of judicial economy and proportionality that the Settlement Agreement be approved.

The Number and Nature of any Opt-Outs and/or Objectors

31. In its May 2, 2022 Judgment, this Honorable Court set the objections/comments deadline and the opt out deadline to June 14, 2022. To date, no Class Members have submitted an objection or comment to the Settlement Agreement and no Class Members have opted out.

The Good Faith of the Parties and the Absence of Collusion

32. The Settlement Agreement was the product of good faith, adversarial, and arm's length negotiations over the course of many years.

APPROVAL OF CLASS COUNSEL FEES

33. The Professional Mandate & Attorneys' Fee Agreement was signed by Plaintiff and Class Counsel on August 12, 2019.

34. According to Section 9 of Settlement Agreement, Class Counsel are asking this Honorable Court to approve payment by StockX of a fixed amount representing all expenses, disbursements, and fees in the amount of \$100,000 plus GST and QST.

35. Consistent with the Settlement Agreement as well, Class Counsel and the Parties are requesting that this Honorable Court approve this amount in Class Counsel Fees, which the Defendant has agreed to pay.

36. The Parties and their counsels are of the opinion that said fees are more than reasonable under the circumstances of this case, given the amount of time spent and

invested by Class Counsel in instituting and pursuing this matter, and in negotiating and concluding the settlement.

37. In addition, since the signing of the Settlement Agreement, Class Counsel have and will continue to devote significant time to answer and address Class Members' multiples queries, issues, and comments directly and they will maintain and update their firm website www.lexgroup.ca, both in French and in English, to inform Class Members of the settlement process going forward, aside from Class Counsel's ongoing communications with the Claims Administrator in this matter.

38. Finally, Class Counsel have not received any funding from the Fonds d'aide aux actions collective in the present matter.

The Professional Mandate & Attorneys' Fee Agreement with the Plaintiff

39. The Professional Mandate & Attorneys' Fee Agreement signed with the Plaintiff provides for the following calculation of Class Counsel Fees:

"2. The Representative hereby consents to have his/her attorneys withhold, retain and keep as payment on any amount of money received on behalf of himself/herself and on behalf of all other members of the group:

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 \$750 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

- c. 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."

40. As detailed above, the total value of the settlement herein would include:

- a) the Settlement CAP of \$130,000 CAD;
- b) the total potential payments for all Settlement Class Members of the TranUnion 18-month credit monitoring services: this TransUnion product is presently regularly priced at \$19.95 per month per person (plus applicable taxes), with an initial upfront payment by StockX of \$162,000 CAD to TransUnion being required;
- c) the administration costs and disbursements payable to the Claims Administrator;
- d) the publication costs; and
- e) the class counsel fees.

41. Accordingly, on top of the Settlement Cap of \$130,000 CAD available to cover valid and timely claims, all 122,970 Settlement Class Members will be able to benefit from activating the free 18-months TransUnion credit monitoring services under this settlement. This represents a significant value.

42. The credit monitoring services offered to all Settlement Class Members resolves one of the principal allegations made by Plaintiff in this litigation, namely that StockX did not provide credit-monitoring services to its affected customers in Canada when it had done so for those in the United States.

43. Moreover, if a Settlement Class Member has already chosen to purchase credit-monitoring services at their own cost as a result of the Data Breach or the receipt of the StockX Notices, the Settlement Cap of \$130,000 CAD is available to compensate such claims, subject to the amount of the collective cap and the conditions of the Settlement Agreement and its Distribution Protocol.
44. Therefore, the Settlement Agreement proposed herein ensures that all class members can receive some form of compensation.
45. While TransUnion requires a minimum upfront payment of \$162,000 for the activation of a minimum number of subscriptions, Defendant may have to pay additional amounts if the take up rate by Settlement Class Members surpasses the subscriptions covered by the said minimum upfront payment.
46. Accordingly, the agreed upon Class Counsel Fees being submitted for approval represent a reduction and compromise as compared to what the Plaintiff agreed to as being reasonable in the Professional Mandate & Attorneys' Fee Agreement.
47. As of the date of this Application, the straight docketed time of Class Counsel in this matter, is the following, for a total of \$126,632.50 (plus taxes) in fees, plus \$2,477.33 (taxes included) in disbursements:

Lawyer	Total Time Spent in Hours	Hourly Rate
David Assor	137.95 h	\$750
Joanie Lévesque	66.2 h	\$350
Total hours:	204.15 h	
Total Disbursements:	\$2,477.33 (taxes included)	

48. Based on past experience and involvement in the post-settlement administration of other class action settlements, the work involved for Class Counsel's ongoing future obligations to the settlement process beyond the final approval hearing will continue, including any possible arbitration process under the settlement. In particular, Class

Counsel estimates that such work represents an approximate amount of \$10,000 to \$20,000.

49. Accordingly, the requested 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, the administration costs, the publication/notification costs, and the Class Counsel Fees.

Time to be Spent by Class Counsel

50. As mentioned above, based on past experience and involvement in the post-settlement administration of other class action settlements, it is likely that Class Counsel's ongoing future obligations to the settlement process will involve work beyond the final approval hearing, especially concerning the claims process as detailed in the Settlement Agreement.

51. At all times during the proceedings and after the final approval hearing, Class Counsel engaged and will engage with Class Members in the language of their choice, in order to keep them informed of the proceedings.

52. No additional fees or disbursements will be requested by Class Counsel for this future work.

The Experience of the Attorneys

53. Me David Assor (member in good standing of the Quebec Bar since 2001) 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.

54. Me Assor is also 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.
55. Me Assor has been a sitting member of the Quebec Bar's Disciplinary Committee since 2016, 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.
56. 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.
57. 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.

Time Dedicated

58. Since 2019 in the present matter, Class Counsel has dedicated significant time and disbursements to the present file, as detailed above, all without any guarantee of payment.
59. At all times, Class Counsel conducted the required legal research and dealt with the Class Members who were interested in the case.
60. The process of finalizing the Settlement Agreement continued for many months following the achievement of a settlement in principle. Further work was also

undertaken in anticipation of the notice approval and the settlement approval hearing (including the preparation of the present Application).

61. Further, Class Counsel will be maintaining contact with the Class Members who will be calling and/or e-mailing Lex Group Inc. pursuant to the notification detailed in the Settlement Agreement.

The Importance of the Issue

62. Consumer protection and data protection issues are directly related to the access to justice of several thousands of persons.

63. Often, claims of this nature involve relatively small sums of money for which individuals are not ready to initiate a lawsuit. It is one of the reasons why a class action is often the only way to obtain justice against large companies or institutions.

64. If it were not for this class action, many Class Members would not have been likely to institute individual actions to recover damages, and to the best of the Parties' and their counsels' knowledge, no individual actions related to the Data Breach have been instituted in any Canadian jurisdiction.

The Difficulties of this Case

65. Among some of the difficulties of this case would have been to prove to the Court that the Defendant's alleged failure to adequately protect the Class Members' personal and financial information was a fault, and that the Class Members had suffered compensable and moral damages as a result thereof, none of which was admitted to and all of which would therefore have to be proven and established.

66. The claim for punitive damages would have also been the subject of extensive debate and contestation, including on a jurisdictional basis.

67. The fact that the Class Members could have suffered damages as a result of the Defendant's alleged lack of proper data security would have created a substantive debate on the right quantum of damages to be awarded, if any.

68. These important questions would have also required extensive testimony including possible expert evidence.

The Risk Assumed

69. As is oftentimes the case in class actions, the risk of success or failure was borne entirely by Class Counsel. In the present matter, Class Counsel took on the entire case on a contingency basis.

70. This meant that neither the Plaintiff nor any Class Members were asked to contribute any fees for the time spent on the file, nor for any of the disbursements made on their behalf by Class Counsel.

71. Further, the Professional Mandate & Attorneys' Fee 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.

The Professional Services are Unusual and Require Specific Expertise

72. There are only a small number of attorneys who take on class action matters in Quebec and Canada.

73. This type of work requires particular expertise and professionalism.

74. Often, in this type of work, communication with the public and media is also necessary (e.g. by communicating with Class Members, maintaining and updating a website, being interviewed and issuing press releases, etc.). This requires the firm to be more proactive in order to protect the interests of the Class Members.

The Result Obtained

75. As mentioned above and in the Settlement Agreement, Class Members will be able to make claims for reimbursements of Substantiated Losses, namely losses, costs

and/or unreimbursed expenses which were caused by the Data Breach and/or incurred as a result of the Data Breach or the receipt of the StockX Notices.

76. The Claims Process will be straightforward, permitting Settlement Class Members to be able to easily submit a claim online or by mail.
77. Through the Claims Administrator, all Settlement Class Members will also be able to easily activate their 18 months of TransUnion credit monitoring, free of charge.
78. These simple options and procedures for submitting claims and activating the TransUnion services will ensure that Class Members with valid claims will be more inclined to file their claim and/or activate the important credit monitoring services.
79. The notice program, which was approved and ordered by the Court, and which was been implemented by MNP Ltd, has increased the likelihood that a great majority of the potential claimants under the Settlement have been properly notified and will be able to participate in the settlement.

Fees Not Contested

80. The Defendant does not oppose the request for Class Counsel Fees and Defendant agree to pay said amount.
81. The undersigned attorneys respectfully submit that said requested Class Counsel Fees, which include all disbursements, are fair and reasonable under the circumstances and considering the significant and beneficial results obtained for the Class Members.
82. Furthermore, as mentioned above and in the Settlement Agreement, Defendant agrees to pay the said Class Counsel Fees above and beyond the other relief and benefits that the Settlement offers to Settlement Class Members. Accordingly, the Class Members are not being asked to support any portion whatsoever of the Class Counsel Fees and will be able to receive full relief under the Settlement Agreement.

CONCLUSION

83. The Parties and their counsels jointly respectfully submit that the Court should approve the Settlement Agreement reached between the Parties given that it is more than reasonable, appropriate and in the best interests of the Parties and the Settlement Class Members, and considering the complexities of the proceeding and the risk faced by the Plaintiff and by Class Counsel going forward.
84. In reaching this settlement, Class Counsel and Plaintiff engaged in lengthy negotiations.
85. Plaintiff respectfully submits that the Settlement Agreement allows for a quick and easy form of relief and compensation for the Class Members and should be approved by this Honorable Court.
86. The requested Class Counsel Fees represent less than what the Professional Mandate & Attorneys' Fee Agreement signed by the Plaintiff provides, reflect the time and disbursements expended by Class Counsel, the complexities of the proceeding and the risk faced by the Plaintiff and by Class Counsel, and the significant benefits offered by the Settlement. As such, we respectfully submit that the Class Counsel Fees are fair and reasonable and ought to be approved.
87. The Defendant has reviewed the present Application before its filing and supports it and consents to it being granted according to its conclusions below.

POUR CES MOTIFS, PLAISE AU TRIBUNAL DE: **AU FOR THESE REASONS, MAY IT PLEASE THE COURT TO:**

ORDONNER que les définitions **ORDER** that the definitions found in the apparaissant dans l'Entente de règlement Settlement Agreement find application in the s'appliquent au présent jugement, à moins present Judgment, except if specifically qu'elles ne soient expressément modifiées modified herein; dans les présentes;

ACCUEILLIR la *Demande d'approbation d'un règlement d'une action collective et des Honoraires des Avocats du Groupe*; **GRANT** the *Application to Approve a Class Action Settlement and for Approval of Class Counsel Fees*;

APPROUVER l'Entente de règlement en tant que transaction au sens de l'article 590 du *Code de procédure civile* et **ORDONNER** aux Parties de s'y conformer; **APPROVE** the Settlement Agreement as a transaction pursuant to article 590 of the *Code of Civil Procedure* and **ORDER** the Parties to abide by it;

DÉCLARER l'Entente de règlement (y compris son préambule et ses Annexes) juste, raisonnable et dans l'intérêt véritable des Membres du Groupe, constituant une transaction au sens de l'article 2631 du *Code civil du Québec*, qui lie toutes les parties et tous les Membres du Groupe; **DECLARE** that the Settlement Agreement (including its Recitals and its Schedules) is fair, reasonable and in the best interest of the Class Members and constitutes a transaction pursuant to article 2631 of the *Civil Code of Quebec*, binding upon all parties and upon all Class Members;

ORDONNER le paiement des Honoraires des Avocats du Groupe comme il est indiqué à l'article 9 de l'Entente de règlement; **ORDER** that the Class Counsel Fees be paid as outlined in Article 9 of the Transaction Agreement;

APPROUVER l'Avis d'Approbation annexé au présent jugement (R-3); **APPROVES** the Approval Notice annexed to the present Judgment (R-3);

ORDONNER la diffusion de l'Avis d'Approbation conformément aux articles 5.2 à 5.4 de l'Entente de règlement; **ORDERS** that such Approval Notice be disseminated in accordance with Articles 5.2 to 5.4 of the Settlement Agreement;

LOIS SUR LA PROTECTION DES RENSEIGNEMENTS PERSONNELS ET COMMUNICATION DE CES RENSEIGNEMENTS **PRIVACY LAWS AND DISCLOSURE OF PERSONAL INFORMATION**

ORDONNER à l'Administrateur du règlement d'utiliser les renseignements identifiable concernant une personne qui lui sont fournis tout au long de la procédure de réclamation dans le seul but de faciliter la procédure d'administration des réclamations conformément à l'Entente de règlement à aucune autre fin; **ORDER** that the Claims Administrator shall use the personally identifiable information provided to it throughout the claims process for the sole purpose of facilitating the claims administration process in accordance with the Settlement Agreement and for no other purpose;

ORDONNER ET DÉCLARER que le présent Jugement constitue un Jugement obligeant la communication de renseignements personnels au sens des lois sur la protection des renseignements personnels applicables, et que le présent Jugement respecte les exigences de toutes les lois sur la protection des renseignements personnels applicables;

LE TOUT sans frais de justice.

ORDER AND DECLARE that this Judgment constitutes a Judgment compelling the communication of personal information within the meaning of applicable privacy laws, and that this Judgment satisfies the requirements of all applicable privacy laws.

THE WHOLE without legal costs.

MONTREAL, JUNE 28, 2022



Lex Group Inc.

Per: David Assor

Class Counsel / Attorneys for Plaintiff

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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 Plaintiff in the present case;
2. THAT I have taken cognizance of the APPLICATION TO APPROVE A CLASS ACTION SETTLEMENT AND FOR APPROVAL OF CLASS COUNSEL FEES, that and the facts alleged therein are true and accurate to my knowledge;
3. THAT said Application and the present solemn declaration are made in good faith.

AND I HAVE SIGNED:



David Assor

Solemnly declared before me at Montreal,
this 28th day of June, 2022



Commissioner of Oaths for the district
of Montreal



NOTICE OF PRESENTATION

To:

<p>Me Patrick Plante Me François Hawkins BLG 1000, rue De La Gauchetière Ouest, Suite 900, Montréal, QC, H3B 5H4 PPlante@blg.com FHawkins@blg.com</p> <p>Attorneys for StockX, LLC.</p>	<p>Me Frikia Belogbi Fonds d'aide aux actions collectives 1 rue Notre-Dame Est Bureau 10.30 Montréal, Québec, H2Y 1B6 frikia.belogbi@justice.gouv.qc.ca</p>
<p>MNP Ltd Rick Anderson 1500, 640 - 5th Avenue SW Calgary, AB, T2P 3G4 stockxsettlement@mnp.ca</p> <p>Claims Administrator</p>	

TAKE NOTICE that the foregoing APPLICATION TO APPROVE A CLASS ACTION SETTLEMENT AND FOR APPROVAL OF CLASS COUNSEL FEES will be presented before the Honorable Justice Sylvain Lussier of the Superior Court of Quebec, by virtual means on **July 5, 2022 at 9:30 a.m., in room 2.08** of the Montreal Courthouse, 1 Notre-Dame St. East, Montreal.

DO GOVERN YOURSELVES ACCORDINGLY.

MONTREAL, June 28, 2022



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N^o.: 500-06-001015-193

(CLASS ACTION DIVISION)
SUPERIOR COURT

**PROVINCE OF QUEBEC
DISTRICT OF MONTREAL**

YOUVAL BENABOU

Plaintiff

vs.

STOCKX, LLC

Defendants

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

ORIGINAL

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